



# **Work Force Restructuring Plan (Revised)**

**Savannah River Site**

**U.S. Department of Energy**

**May 1997**

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U. S. Department of Energy  
Savannah River Site  
Work Force Restructuring Plan (Revised)

## I. Introduction

The *Savannah River Site Work Force Restructuring Plan* has been developed to establish the terms and conditions under which work force restructuring activities will be conducted. Implementation of this Plan will be in accordance with contractual provisions, budget constraints and other obligations including the following requirements, guidelines, and agreements:

- Section 3161 of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 1993;
- Interim Planning Guidance for Contractor Work Force Restructuring, prepared by DOE-HQ;
- Report of the Process Improvement Team dated October 11, 1996;
- Guidance for Performing Work Force Planning issued by DOE-HQ August 2, 1996;
- DOE Order 350.1 Chapter 3, covering Reductions in Contractor Employment, issued September 1996;
- Workers Adjustment and Retraining Notification (WARN) Act;
- Acquisition Letter 93-4 and subsequent memoranda dated August 12 and December 2, 1993;
- Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA);
- Employee Retirement Income Security Act of 1974 (ERISA);
- Age Discrimination in Employment Act (ADEA);
- Internal Revenue Service Code 411 (d)(6);
- National Labor Relations Act (NLRA);
- Site collective bargaining agreements; and
- Equal Employment Opportunity (EEO) statistical analyses in compliance with the U.S. Department of Labor guidelines.

This Plan incorporates many of the stakeholder comments received in March-April 1996, on the *Draft Amendment to the FY 1995 Worker Transition and Community Assistance Plan*. Due to the magnitude of changes in the *Draft Amendment* made as a result of stakeholder consultation, preparing a revised Plan was determined to be more appropriate than amending the *FY 1995 Worker Transition and Community Assistance Plan*. A summary of changes from the *FY 1995 Worker Transition and Community Assistance Plan* is listed in Attachment 1.

The need for significant work force restructurings due to budget shortfalls is not currently anticipated for several years after FY 1997. Unlike the FY 1993-FY 1998 budgets, the budgets for FY 1999-2002 are currently projected to stabilize, and changes in the work force are projected to return to normal industrial turnover. However, it is planned that, if any future work force restructurings do occur, this Plan will serve as the guide for each aspect of work force restructuring described herein. Any change in this Plan will be addressed through future amendments or revised Plans, if any.

NOTE: There is no guarantee that any subsequent separations programs will offer benefits equal to these. Nor is it the intent of DOE in implementing this Plan to create any private right of action or to create any rights in third parties.

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## II. Workers Covered By Plan

Savannah River Site (SRS) workers covered in this Plan include:

- permanent (full-service) site employees of Wackenhut Services, Incorporated (WSI) and Westinghouse Savannah River Company (WSRC), including employees of Bechtel Savannah River, Incorporated (BSRI), Babcock & Wilcox - Savannah River (B&WSR), British Nuclear Fuel Limited - Savannah River (BNFLSR);
- temporary workers of WSRC, BSRI, B&WSR, BNFLSR, and WSI including limited-service employees;
- subcontractors affected by program and budget changes including those who augment WSRC and BSRI staffing;
- BSRI construction craft workers; and
- Department of Energy-Savannah River (DOE-SR) support services contractors.

## III. Stakeholder Involvement in Developing the Plan

Providing a wide range of accurate and timely information to employees and the area stakeholders has been an essential component of the Savannah River Site's (SRS) workforce restructuring program since its inception. Such efforts continue today and are critical to DOE's consultation with stakeholders in the development of workforce restructuring plans.

SRS began consulting with stakeholders as it developed a proposed amendment to the FY 95 Work Force Restructuring Plan. A large, public meeting was held to consult with stakeholders about the proposed amendment.

In response to feedback from stakeholders, SRS reconsidered its proposed approach and offered an early retirement and voluntary separation opportunity in 1996. Eventually, it determined that the new plan should be open-ended and should put primary emphasis on involuntary separation programs. Throughout this process, both DOE-SRS and DOE headquarters personnel were careful to keep stakeholders advised of changes in approach and to seek their input.

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In past restructuring programs, when voluntary programs were offered, large-scale meetings were held for employees and the interested public. Although there has not been another large meeting for the general public similar to those conducted just one year ago, since then, many other communication techniques have been used to continue the process of consultation with all stakeholders in the development of plans for workforce restructuring at SRS. Involvement efforts have grown with each restructuring program, as we apply "lessons learned" from past programs involving interactions with the public and Site employees.

In addition to communication with employees, a key component of the Site's stakeholder involvement and public information efforts is management's on-going dialogue with area residents, political and business leaders, media representatives, economic development commissions and the Citizens' Advisory Board (CAB) members. Every opportunity is seized to keep these groups of individuals informed about Site activities, and to consult with them in the development of workforce restructuring plans. Workforce restructuring is always a primary topic of interest.

The CAB, which represents a diverse cross-section of the Central Savannah River Area, discusses and solicits public input on restructuring related issues, such as economic impact, budget allocations, work scope schedules and employment numbers. The members of the CAB are briefed by a DOE spokesperson on key site issues at each of their bi-monthly public meetings. Workforce restructuring updates are given, when timely, and questions answered. At each meeting, there is an opportunity for members of the public to ask questions or give comments, and restructuring-related issues have been discussed in that context. Site regulators are ex-officio members of the CAB.

Additionally, Site managers frequently address local groups and civic organizations to discuss site activities. Workforce restructuring is typically part of that presentation and discussion. News releases are also issued and media interviews granted to provide another means of informing the interested public on timely restructuring activities.

For employees, management training is in place to raise awareness of the importance of ongoing two-way communications between management and the workforce. These efforts have led to more avenues of communication as well as a growing willingness of employees to express their concerns during the continuing consultation process.

An electronic mail account advertised and dedicated specifically for employee questions and concerns was opened with the announcement of the workforce restructuring early in February 1997. It will remain open throughout the process. Questions of general interest are answered in Q&As, which are generated frequently through the process. Division-specific questions are answered by the division human resources representatives. Employees who do not feel comfortable using the E mail account and prefer to remain anonymous are encouraged to submit written comments with assurance that they will also be reviewed and considered.

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The comments are entered in a data base that is used to track all areas of concern and provide information for future programs. Sitewide communications concerning restructuring updates, clarification of rumors, program and schedule changes, and other pertinent information also have encouraged employees to provide more input into the process. In response to the initial DOE announcement of FY 1998 budget cuts, a message was sent to all employees on February 4, 1997. That was followed on February 6 by an Ambrose Schwallie, President of the Westinghouse Savannah River Company, message to give employees the budget details announced at a DOE news conference earlier that day. On February 27, an additional message from Ambrose Schwallie, informed employees of the job impact from the FY 1998 budget and a tentative time frame for the reduction in force. On March 27, an all employee message updated the workforce restructuring program, and encouraged employees to provide feedback to the process. On April 3, an all employee message discussed the phased approach to a reduction in force and tentative numbers associated with the phases.

Again, employee feedback was encouraged. Guidelines for Level 1 managers to use in conducting workplace meetings were provided the last week of March to assure accurate and consistent dissemination of information. A four-page Q&A was prepared for stakeholders, which answers the bulk of the questions that have been raised by employees up to this point, and is included as Attachment 10.

The decision was also made to conduct smaller workplace meetings in each division to receive employee input. All WSRC Level One managers conducted information meetings with a cross-section of employees the week beginning March 31. Feedback from those meetings was compiled and summarized. Departmental staff meetings across the site regularly discuss workforce restructuring as a topic and provide another means of dialogue. Senior staff routinely conducts roundtables for small groups of employees (in the 10-20 range) at which workforce restructuring is discussed.

Efforts will continue to promote responsive, two-way communications and stakeholder input into the workforce restructuring program.

#### **CHRONOLOGY OF STAKEHOLDER CONSULTATION CONCERNING WORK FORCE RESTRUCTURING AT SRS 1996-1997**

- March, 1996, a draft amendment of the FY 1995 SRS Work Force Restructuring Plan was circulated for public comment.
- April, 1996, a public meeting was held to discuss the draft amendment to the plan.
- May, 1996, an opportunity was provided to site employees to participate in an early retirement and voluntary separation program in response to stakeholder comments.

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- June 5, 1996 Briefings presented at the Savannah River Site Summit in Washington, DC, with South Carolina and Georgia members of the U.S. Senate and House of Representatives, Undersecretary of Energy and Savannah River Site senior management (See June 5 and June 6, 1996, Aiken Standard; June 6, 1996, The State and Augusta Chronicle; June 22, 1996, Augusta Chronicle).
  - October 30-31, 1996 Paul Longworth and Frank Norton, Senate Committee on Armed Services Staff, received briefings during a visit to SRS.
  - November 15, 1996 Representative Lindsey Graham received briefings during a visit to the Site and subsequently discussed layoffs, etc. with media representatives (See November 17, 1996, Aiken Standard).
  - November 18, 1996. Joel Cote, then DOE-SR's Assistant Manager for Business and Logistics, briefed the Risk Management and Future Use Subcommittee, Citizens Advisory Board, concerning workforce restructuring and the decision not to offer voluntary package incentives for SRS employees.
  - December 23, 1996. Senator Strom Thurmond (R-SC) briefings during a visit to SRS.
  - December 26, 1996 Year in review discussions between Mario Fiori, SR Manager, and Karin Schill, Staff Writer with the Augusta Chronicle. Dr. Fiori stated new layoffs would be announced in January 1997, and that the employee cuts would be involuntary. (See December 27, 1996, Augusta Chronicle)
  - January 1997 Savannah River Site annual updates, including FY 97-98 budget projections and workforce reductions, to South Carolina Governor David Beasley; Senators Ernest Hollings, (D-SC), Paul Coverdell, (R-GA) and Max Cleland (D-GA); and Representatives Lindsey Graham (R-SC), Floyd Spence (R-SG) and Charles Norwood (R-GA); and multiple South Carolina and Georgia state legislators.
  - January 18, 1997 In Aiken, SC at a town meeting, Representative Lindsey Graham stated that based on information provided to him by SRS, upcoming layoffs would reach 1,000 (FY 96-97), and that he feared up to 2,500 jobs would be cut the next fiscal year (FY 98) if the Site's mission is not maintained. (See January 19, 1997 Aiken Standard)
  - February 6, 1997 Public Meeting to present DOE's FY 98 Budget submitted to Congress. DOE-SR discussed highlights of its budget and announced there would be employee cuts of 1,400 to 1,500 based on current FY 98 budget projections.



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## IV. Work Force Planning and Analysis

When work force restructuring appears to be necessary due to budget shortfalls, cost impacts, programmatic changes, or opportunities for improving efficiencies, the following assessments will be made:

**A. Current and Future Missions and Programs** - As a general rule and as an ongoing part of work force planning, but particularly when reductions-in-force are being considered, short and long term staffing requirements will be assessed against the current and future missions and programs identified in the Program Execution Guidance (PEG), Annual Operating Plan (AOP), the Environmental Management (EM) Ten-Year Plan, and any initiatives to improve organizational, operational, or cost efficiencies. These plans and initiatives will be used as the basis for identifying excess positions and for identifying critical skills and core competencies needed for current and future requirements.

**B. Budget Assumptions** - When budget shortfalls or cost impacts cause the need for work force restructuring, budget planning will continue to first analyze non-labor costs for possible cost reductions and savings. Reductions in non-labor costs may include decreases in such budgets as travel, training, equipment and supplies, etc. As in previous work force restructurings, consideration will be given to reducing labor costs by adjusting salary or benefits programs, encouraging part-time schedules, invoking a furlough, etc. before reductions-in force are implemented. However, these actions are typically used as temporary measures and are usually not effective in addressing budget cuts that are not soon restored. Reductions-in-force that impact missions and programs will be the last alternative considered to accommodate budget shortfalls or cost issues.

**C. Ten-Step Work Force Analysis Process** -When reductions-in force are anticipated, the DOE-HQ Work Force Planning Guidance will be used to the extent practicable. This involves a ten-step process for conducting a work force analysis. The SRS implementation of the ten-step process is described below.

*Step 1 - Contractors will develop a baseline assessment of current work force composition identified by specific skill categories. All employees are assigned to a specific skill category by department or division, as well as site-wide. In addition, contractors, in conjunction with DOE, are in the process of developing and implementing a system (known as the Work Force Information System) which will identify individuals' training, knowledge, skills, and abilities to supplement this baseline assessment once this system is operating.*

*Step 2 - Contractors will analyze future work force requirements based on strategic plans, program guidance, budgets and contract reform strategies. DOE guidance to the contractors is routinely provided in the form of the PEG, the AOP, the EM Ten-Year Plan, budget assumptions, and contract reform strategies. Contractors, in consultation with their appropriate DOE-SR Assistant Manager, will identify future work force requirements by skill categories in each department or division, based on these DOE guidance documents as well as on any efficiencies being considered, including potential outsourcing or privatization initiatives.*

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*Step 3 - Contractors will identify need for work force change.* A comparison of future work force requirements (step 2) with the established baseline (step 1) will be conducted by the contractors which will identify staffing excesses and shortages by specific skill category in each department or division, as well as site-wide, and will identify the desired timing of the projected work force change. The analysis will also propose training programs, targeted separation program strategies, hiring strategies if necessary, and potential programmatic impacts. This analysis will be done in consultation with the appropriate DOE-SR Assistant Manager.

*Step 4 - Schedule for implementing the work force restructuring plan.* Contractors will formally submit the following to DOE-SR for approval:

Approximately 30 days prior to issuing a work force restructuring announcement:

1. Description of the need for work force restructuring, e.g., budget shortfall, change in programmatic requirements, organizational, operational or cost efficiencies and actions taken and to be taken to mitigate the need for reductions;
2. Strategy options for each work force restructuring activity, including proposed employee communications plan and options for public stakeholder consultation and participation when warranted;
3. Projected schedule(s); and
4. Draft work force restructuring announcement.

Approximately 2-8 days after the work force restructuring announcement:

5. Preliminary work force analysis completed showing the proposed number of excess positions to be reduced by Common Occupational Classification System (COCS) and contractor skill categories by department or division and site-wide; the proposed schedule(s) for reductions; and the associated programmatic impacts;
6. Work force analysis completed showing the proposed number of critical skill positions to be increased for specific programs by COCS and contractor skill categories by Department or Division and site-wide; and the proposed training and/or hiring schedule;
7. Strategy options considered and a strategy proposed to accomplish work force restructuring; and
8. Projected budget for each option considered for accomplishing work force restructuring.

Approximately 24 days after the work force restructuring announcement:

9. Summary of stakeholder comments and modifications to preliminary analysis and proposed strategy;
10. Final proposed work force planning and analysis package (from items 5-8 above);
11. Draft sample copies of employee separation notices, WARN notices to state and local officials (if required), and complete separation packages if different from samples provided as attachments to this Plan; and
12. Proposed performance measures.

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*Step 5 - DOE-SR will determine future work force composition: Jobs and competencies.* DOE-SR management will review the contractor's analysis of future skill categories and number of employees required to perform the site's projected work. This review will include an assessment of the contractor's analysis against the PEG, AOP, the EM Ten-Year Plan, efficiency initiatives, contract reform strategies, and other program and budget requirements.

*Step 6 - DOE-SR will compare current work force composition to future work force composition to identify shortages and excesses.* DOE-SR management will review and approve the contractor's work force analysis of the current and future work force composition including shortages and excesses, and training strategies.

*Step 7 - DOE, contractors and other stakeholders will develop work force transition strategies: Reassigning or retraining retained workers, voluntary separations, involuntary separations, and/or recruitment for critical skill or core competency shortages.* Contractors may reassign qualified excess workers to skill categories that have identified shortages. Retraining programs, if necessary, may be selected from one or more of the retraining programs described in Section V.A. of this Plan. Additional retraining programs may be implemented, if needed, and approved by DOE-SR. Consistent with the DOE-HQ approval requirement set forth at Section VIII.B., implementing either or both a voluntary or an involuntary separations program may be determined to be appropriate. If voluntary separation programs are used, one or more may be selected from the programs that were developed with DOE-SR. SRS contractors, and stakeholder input, and approved by DOE-HQ on April 16, 1996. Involuntary separations programs will be consistent with those approved and implemented in 1997, unless otherwise modified and approved by DOE-HQ (see Section V.C.)

Recruitment to fill critical skill or core competency shortages will be accomplished consistent with the following: retraining retained workers (see Section V.A.); the Site hiring freeze policy (as long as it remains in effect) which requires DOE-SR approval of all new hires; the preference-in-hiring provision for eligible involuntarily separated employees; and re-hiring restrictions placed on workers who voluntarily separated.

*Step 8 - DOE, contractors and other stakeholders develop implementation plan with actions and schedules.* To the extent practicable, general implementation plans and schedules will be provided to stakeholders with the initial announcement that work force restructuring activities are being initiated. More definitive plans and schedules will be provided as direction and details on budget, programmatic, and staffing impacts are clarified, and as stakeholder comments are resolved.

*Step 9 - Implement plan.* Currently, if the number of work force restructuring separations does not exceed 100 within a 12-month period, DOE-SR is authorized to implement this Plan under DOE Order 350.1. If more than 100 work force restructuring separations are expected, DOE-HQ approval is required. However, DOE-SR is in the process of seeking a change in this threshold in which DOE-HQ approval would be required only if WARN Act thresholds are met. In either case, the following will be provided to DOE-HQ when its approval is required:

- Description of the need for work force restructuring, e.g., budget shortfall, change in programmatic requirements, organizational, operational or cost efficiencies;
- Projected programmatic impacts;

- Work force analysis showing the number of employees to be reduced by COCS and contractor skill categories site-wide;
- Recommended strategy to accomplish work force reductions;
- Projected schedule, including public stakeholder consultation, if warranted;
- Projected budget for accomplishing work force restructuring;
- Draft sample copies of employee notices, WARN notices to state and local officials (if required), and complete separation packages if significantly changed from the samples provided in Attachments 2-8; and
- Performance measures.

*Step 10 - Evaluate results and improve the process.* The results of each work force restructuring activity will be evaluated against established performance measures and included in the Work Force Restructuring Implementation Reports submitted to DOE-HQ in preparation for the report to Congress. In addition, an overall assessment, including lessons learned and potential modifications being considered to improve the process, will be included in the Implementation Reports (see Section IX.)

## V. Potential Strategies for Work Force Restructuring

Retraining and internal reassignments of existing employees will be used as discussed below to the extent practicable to minimize the need for separations programs. However, to the extent that reductions in force are necessary, those reductions will most likely be accomplished by means of involuntary separation programs focused on skill classifications where there are more employees than needed. DOE experience has demonstrated that voluntary separation programs by their very nature can be imprecise tools for accomplishing needed changes in the work force including skill mix changes. In addition, voluntary programs are lengthy processes and are more costly to implement than involuntary separations programs, which ultimately means more reductions are often necessary. Further, there have already been a series of Voluntary Separation Programs (VSP) and Early Retirement Incentive (ERI) programs at SRS over the last several years, giving eligible employees multiple opportunities to participate in a voluntary program if desired. For these reasons, future reductions will most likely be accomplished by means of involuntary separations programs.

**A. Retraining Programs for Retained Employees** - Retraining programs may be offered as an effort to retain displaced defense-related workers who otherwise may be terminated due to work force restructuring, if such retraining programs will prepare employees for other positions and reduce the need for involuntary separations. If such programs are offered, the cost cannot exceed \$10,000 per person (excluding the trainee's salary) and should be completed within six months. Currently, the following training programs have been established and were used during previous work force restructurings. In addition, essential skills assessment and training will continue to be available for those individuals who need to develop competency in reading and writing.

Operations and Maintenance Personnel: Technical fundamentals training (up to 22 weeks of training in the basics of math, chemistry, physics, fluid flow, heat transfer, mechanical science, nuclear science, electrical science and instrumentation and control) ; orientation and mandatory training for new

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assignment (3 - 5 days); job-specific training (classroom and on-the-job); and, where appropriate, degree programs related to the new assignment.

Professional Personnel: Orientation and mandatory training for new assignment (3 - 5 days); job-specific training (classroom and on-the-job); training in specialized skill areas such as computing networks and infrastructure and proprietary software application development; and, where appropriate, degree programs related to the new assignment.

Administrative and Service Personnel: Orientation and mandatory training for new assignment (3-5 days) and job-specific training (on-the-job).

**B. Timing Strategies** - To the extent practicable, efforts will be made to complete separations programs as early as possible when budget shortfalls are a factor in work force restructuring. By completing separations in sufficient time before the beginning of the fiscal year that has the anticipated budget shortfall, the number of separations can usually be reduced. In addition, when separations are executed early in the process, the costs of providing severance pay or other separation benefits can be offset (partially or in full depending on the timing) by the salary savings realized during the prior fiscal year.

**C. Separations Programs** - The *Draft Amendment to the SRS FY1995 Worker Transition and Community Assistance Plan* that was provided to stakeholders for comment in March 1996 outlined separation benefits that were proposed for permanent (full-service) employees and for BSRI construction craft workers. The proposed 1996 separations benefits were substantially changed based on stakeholder comments, e.g., the same separation bonus that was offered during the 1993 voluntary separation program (one week pay for each year of service) was proposed for 1996, but was enhanced to two weeks of pay for each year of service as a result of stakeholder input. In addition, although offering another ERI program was not recommended for 1996, one was again provided in 1996 based on stakeholder input. These modifications to the proposed separations programs were approved by DOE-HQ in April 1996. These programs will remain as possible options to consider if voluntary separations programs are offered in the future. However, for the reasons stated earlier in Section V, if future reductions in force are necessary, involuntary separations programs will most likely be used.

### 1. Involuntarily Separations

a. **Benefits for Involuntarily Separated M&O Permanent (Full-Service) Employees.** Consistent with contract language covering involuntary separations, permanent (full-service) M&O employees who are involuntarily separated will receive one week's severance pay for each year of service up to a total of 26 weeks. Employees who accepted severance pay from Du Pont on April 1, 1989 (calculated based on service through September 30, 1985) will receive one week of pay for each year of service after September 30, 1985. Employees who retired from Du Pont on March 31, 1989 and were rehired by

WSRC or BSRI on April 1, 1989, will receive one week of pay for each year of service after April 1, 1989.

In addition, full-service employees who are involuntarily separated may be eligible to receive the following benefits which are explained in more detail in Attachment 2 and 2A:

- (1) Displaced Worker Medical Benefits;
- (2) Reimbursement of relocation expenses up to \$2000 for moves within one year of separation to another DOE facility or a Westinghouse, Bechtel, B&W, BNFL, or Wackenhut location if the hiring location's policies and practices do not cover full reimbursement of relocation expenses;
- (3) Education assistance up to \$10,000 over a four-year period commencing immediately after separation. Employees may use the \$10,000 education assistance to obtain company-sponsored training through a new employer, provided the new employer provides continuous employment over a two-year period;
- (4) Automatic vesting in the contractor's Savings & Investment Plan (SIP) or 401(k);
- (5) Employee Assistance Program services;
- (6) Outplacement assistance for as long as the Outplacement Resource Center is operating. To obtain access to the Outplacement Resource Center, separated employees should present a letter from their former site employer providing the employee's full name, social security number, date of hire, date of separation, and reason for separation (e.g., budget cut, task or project termination, etc.); and
- (7) Preference in hiring benefit for eligible involuntarily separated employees described in Section V.C.1.d. of this Plan.

To be eligible for the preference-in-hiring benefit, permanent (full-service) employees must meet the following Job Attachment Test criteria for "regular employees" as outlined in the DOE-HQ Draft Interim Planning Guidance for Contractor Work Force Restructuring:

- must have been employed at a DOE defense nuclear facility at the time of the Work Force Restructuring Notification;
- must have worked continuously at a DOE defense nuclear facility on or before September 27, 1991 (recognized date as end of Cold War), or with a contract that was assimilated from M. K.

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Ferguson, Miller Dunn Electric, or North Brothers by WSRC or BSRI, and continuously thereafter;  
and

- must have been involuntarily separated as a result of the announced work force restructuring action.

When involuntary separations are conducted, all appropriate and relevant EEO statistical analyses will be performed in compliance with the U.S. Department of Labor guidelines. (See sample Certification of Non-Discrimination Form at Attachment 3.)

Full-service employees who are covered under the WARN Act will be provided 60-day notices. In addition, 60-day notices will be provided to state and local officials (see Attachment 4) in compliance with the WARN Act.

Employees may volunteer to be considered for layoff when excesses have been identified for reduction in their specific skill category. In such cases, company management reserves the right to deny the request if a layoff substitution may adversely affect the performance of the affected Division.

Contractors are required to obtain approval from the DOE-SR Assistant Manager for Business and Logistics prior to any new hires being made to fill positions that were vacated as a result of an involuntary separation.

b. **Construction Craft Workers.** The normal ebb-and-flow separation process is expected to continue. However, eligible construction craft workers shall receive a special one-time benefit equal to six weeks pay at the hourly rate times 40 hours per week. Eligible construction craft workers will also be offered educational assistance or company-sponsored training and relocation assistance as described in Section V.C.1.a. and in the BSRI construction craft package (Attachment 5). In addition, eligible construction craft workers will be offered a preference-in-hiring benefit (see Section V.C.1.d.), and any terminated construction craft worker may have access to the Outplacement Resource Center for as long as the Center is operating.

To be eligible for the above benefits, excluding outplacement assistance, BSRI construction craft workers must meet the Job Attachment Test criteria for intermittent workers/construction workers as outlined in the DOE-HQ Draft Interim Guidance for Contractor Work Force Restructuring and as noted below:

- must have worked at a DOE defense nuclear facility on or before September 27, 1991;
- must have been employed at a DOE defense nuclear facility within the 180 days preceding the Work Force Restructuring Notification;

- must have worked at a DOE defense nuclear facility a total number of hours, including time worked prior to September 27, 1991, equivalent to having worked full time (35 hours per week which is the local industry standard of full time) from September 27, 1991 through the date of the Work Force Restructuring Notification; and
- must have lost their job as a result of the termination of a project or the completion of an assignment or project without prospect for follow-on assignment at the Site for at least six weeks due to the announced work force restructuring. This includes the interruption of a project before its anticipated completion.

BSRI construction craft workers who accept the above benefits may be required to pay back a pro rata share of this benefit if they are re-employed on the Site for construction work within six weeks after being separated.

c. **Temporary, Subcontractor, and DOE Support Service Contractor Employees.** WSRC, BSRI, BNFLSR, B&WSR and WSI limited-service employees, subcontractor employees and DOE support service contractor employees who are involuntarily separated, or who have been notified that they will be involuntarily separated, because of work force restructuring or due to termination of contracts or tasks will be able to use the Outplacement Resource Center for as long as the Center is operating. This will include resume preparation services and access to the DOE resume databank (JOBBS network). Subcontractor and support service contractor employees should check with their employer to understand what company benefits, if any, are provided under lay-off conditions. A preference in hiring benefit (described in paragraph d. below) will be given to those employees who meet the 3161 Job Attachment Test for intermittent workers/construction workers outlined in the DOE-HQ Draft Interim Planning Guidance for Contractor Work Force Restructuring and as noted in Section V.C.1.b.above.

d. **Preference in Hiring Benefit** - Consistent with Section 3161 of NDAA and the DOE-HQ Interim Planning Guidance for Contractor Work Force Restructuring, a preference in hiring shall be offered to involuntarily separated employees when practicable. Eligible construction crafts employees who have been involuntarily separated will receive preference-in-hiring for Davis-Bacon covered work on a one-time basis only, coordinated through the respective union halls. Moreover, all eligible full-service and intermittent workers who have been involuntarily separated and meet the applicable Job Attachment Tests requirements will be entitled to a continuing preferential hiring benefit for jobs for which they qualify, and where practicable, as specified below:

- First preference will be given to displaced employees of the Site contractor having the opening.
- Second preference will be given to displaced employees from other onsite contractors.
- Third preference will be given to displaced employees from other DOE sites.



- The last option will be to hire from outside of the DOE complex.

As of March 1997, all applicable existing contracts with prime contractors and with subcontractors include the preference-in-hiring provision. To ensure future site employers offer this benefit, DOE-SR, WSRC, BSRI, B&WSR, BNFLSR, and WSI will continue to include the preference in hiring provision in all Requests for Proposals to potential contractors and subcontractors.

**2. Voluntary Separations** - The likelihood of voluntary separations programs being offered in the near future is limited primarily for the reasons cited earlier in Section V. However, consideration may be given to the following options if voluntary separations are determined to be warranted.

a. **Early Retirement Incentive (ERI) Benefits for M&O Employees.** An ERI program may be offered to eligible M&O employees who, with the addition of three years to their eligibility service and three years to their age, would qualify for 100 percent unreduced retirement by a specified date, e.g., the end of the current fiscal year. Employees who retired from Du Pont on March 31, 1989, and who were rehired by WSRC or BSRI on April 1, 1989, must be 50 years of age by the specified date. Employees who were assimilated from M. K. Ferguson, Miller Dunn Electric, or North Brothers by WSRC or BSRI also must be 50 years of age by the specified date. Eligible employees for this program include:

- Eligible permanent (full-service) M&O employees;
- Eligible BSRI Option "A" craft employees;
- Eligible employees who retired from Du Pont and were rehired on April 1, 1989 by WSRC or BSRI; and
- Eligible employees who rolled over employment to WSRC or BSRI from M. K. Ferguson, Miller-Dunn-Electric, or North Brothers ("Assimilees").

ERI participants are also eligible for outplacement assistance for as long as the Outplacement Resource Center is operating; and assimilees who are ineligible for company retiree medical benefits may enroll in the Displaced Worker Medical Benefits Program.

Participation in the ERI typically is not limited to the skill categories in which excesses have been identified. Therefore, the potential loss of critical skills and core competencies must be considered along with other ramifications when determining if an ERI program is an effective strategy.

If an ERI is offered, eligible employees will be afforded a reasonable period of time to consider ERI participation. All employees who elect the ERI will be required to sign a General Release and Waiver form, and will also be given seven days to rescind the General Release and Waiver form, if the employee desires. According to the current General Release and Waiver agreement, if ERI participants are re-employed at SRS by their former Site employer or any other current or future DOE contractor or subcontractor within a one-year period after taking the ERI, they may be required to repay payments or other benefits. This employment restriction includes but is not limited to temporary employment service contracts, general task order assignments, indefinite quantity contracts, basic ordering agreements, and consultant contracts. However,

this does not include employment with a company providing supplies, equipment, materials, commodities, or services to the site under a fixed-price contract or purchase order.

Please see Attachment 6 for detailed information regarding the most recent ERI program and associated benefits.

**b. Voluntary Separation Program (VSP) Benefits for M&O Permanent (Full-Service) Employees.** A targeted voluntary separation program may be offered to full-service M&O employees in excess positions based on the DOE-approved work force analysis. If a VSP is offered, participants will be provided two weeks of pay for each year of service up to 26 years of service. Employees who accepted severance pay from Du Pont on April 1, 1989 (calculated based on service through September 30, 1985), will receive two weeks of pay for each year of service after September 30, 1985. Employees who retired from Du Pont on March 31, 1989 and were rehired by Westinghouse on April 1, 1989, will receive two weeks of pay for each year of service after April 1, 1989.

In addition, employees approved for the VSP may be eligible to receive the Displaced Worker Medical Benefits, automatic vesting in their SIP or 401(k) plan, relocation assistance, educational assistance or company-sponsored training. Employees Assistance Program services, and outplacement assistance. These are described in Section V.C.1.a. above and are explained in more detail in the 1996 separation program packages in Attachments 7 and 8, for WSRC and WSI respectively.

Since participation in a targeted voluntary separation program *would* be limited to a specific number of excess positions in specific skill categories if a voluntary separation program were offered, the number of employees approved to participate in a VSP might decrease if an ERI is offered. For WSRC, BSRI, BNFLSR, and B&WSR exempt employees, if the number of VSP applications within any one category exceeds the cap (Attachment 7), a random selection process (lottery) would be conducted within that specific contractor's skill category to determine which applications would be approved for VSP participation. For WSRC, BSRI, BNFLSR and B&WSR nonexempt employees, eligibility to apply for the VSP will be determined based on excess positions within that specific contractor's seniority units. If a larger number of employees in a seniority unit were to apply for the VSP than the cap allowed, approval for VSP participation would be given to the most senior applicants by unit seniority.

For WSI, internal procedure 1-2629 referenced in Attachment 8 would be utilized for VSP applications that exceed the cap in any category.

Consistent with the DOE-HQ guidelines, individuals would not be offered opportunities to participate in voluntary separations programs unless sufficient personnel are available within existing staffing to fulfill mission requirements. To maintain the integrity of the core competencies required to safely and responsibly operate the Site, contractor management reserves the right to deny participation in a VSP when the loss of the position would adversely affect Site operations and the position could not be filled internally with a qualified employee. In addition, contractors are required to obtain approval from the DOE-SR Assistant Manager for Business and Logistics prior to any new hires being made to fill positions that were vacated by VSP participants.

If a VSP were offered, eligible employees would be afforded a reasonable period of time to consider VSP participation. All employees who were approved to participate in the VSP would be required to sign a General Release and Waiver form and will also be given seven days to rescind the General Release and Waiver form, if the employee desires. According to the General Release and Waiver agreement, if VSP participants are re-employed at SRS by their former Site employer or any other current or future DOE contractor or subcontractor at the site within a one-year period after taking the VSP, they may be required to pay back the pro rata share of this benefit. This employment restriction includes but is not limited to temporary employment service contracts, general task order assignments, indefinite quantity contracts, basic ordering agreements, and consultant contracts. However, this does not include employment with a company providing supplies, equipment, materials, commodities, or services to the site under a fixed-price contract or purchase order. In addition, WSRC, BSRI, BNFLSR and B&WSR nonexempt employees, and WSI non-bargaining unit employees who elect voluntary separation forfeit their recall rights.

**c. BSRI Construction Craft Voluntary Separation Program.** If voluntary separations programs were offered, BSRI construction craft workers who meet the eligibility criteria listed in Section V.C.1.b. would be allowed to voluntarily separate (when a reduction in force is scheduled in their specific craft and/or occupational code), if they indicated their interest in participation during the open window period. In such circumstances, eligible construction craft workers would be offered a special one-time benefit equal to six weeks pay at the hourly rate times 40 hours per week. In addition, eligible workers may be offered educational assistance or company-sponsored training assistance and relocation assistance. Any terminated construction craft worker would have access to the Outplacement Resource Center for as long as the Center is operating.

The education assistance and relocation assistance benefits would be consistent with the benefits described in Section V.C.1.a. and in the BSRI construction craft package (Attachment 5).

To be eligible for the above benefits, excluding outplacement assistance, BSRI construction craft workers must meet the Job Attachment Test criteria for intermittent workers/construction workers as outlined in the DOE-HQ Draft Interim Guidance for Contractor Work Force Restructuring and as noted in Section V.C.1.b.

BSRI construction craft workers who accept the above benefits may be required to pay back a pro rata share of this benefit if they are re-employed on the Site for construction work within six weeks after being separated.

**D. Outsourcing and Privatization** - Contract reform, which includes outsourcing and privatization of activities where cost effective and appropriate, is one of the major Departmental initiatives. The work force restructuring implications of such decisions will vary, and existing employees may or may not receive job offers from the new employers. If they do receive offers of employment, the terms and conditions of such employment may or may not differ from their existing terms and conditions of employment. For example, in some cases, the compensation levels may be different, and service time with the former employer may not be recognized as creditable toward the new employer's benefits such as retirement, severance pay, vacation, etc. The degree to which contractors or subcontractors of outsourced functions are directed to provide an employment preference

to displaced workers may also vary. In addition, the expected duration of the employment may be limited or it could possibly provide substantial or potential long term employment opportunities with customers other than DOE.

Considering the diverse situations that can be possible in outsourcing and privatization, treatment of outsourced workers will be evaluated as part of each outsourcing and privatization activity. The following are examples of factors that will be considered:

1. In cases where the Department does not impose any employment or compensation protection requirements on contractors or subcontractors of outsourced functions, other than those legally required, so that it has discretion on who it hires and what compensation package it provides, it may be appropriate to consider providing benefits equivalent to what the predecessor employer provides to involuntarily separated workers.
2. In cases where a requirement is imposed to initially offer employment to the displaced work force, where qualified, and overall compensation is roughly comparable, or service credit is carried over to the outsourced company, it may be appropriate not to provide separation benefits. This may especially be appropriate in instances where the prospect of long term employment is good.
3. In cases where the outsourced contract or subcontract may be of uncertain or limited duration, protection of separation credits and work force restructuring plan benefits may be considered for a limited period of time, up to two years, following transition to the new employer. In such cases, employees may be offered separation benefits only if they were laid off from the new contractor during the specified time period.

## **VI. Ongoing Stakeholder Consultation Process**

Stakeholder participation has played an important role in the site's work force restructuring programs in the past and was a significant factor in the development of this revised Plan, which was prepared in response to the comments received from stakeholders with regard to the March 1996 draft amendment to the site's 1995 plan. DOE-SR intends to continue its commitment to keeping its stakeholders informed of work force restructuring initiatives and activities.

Employee stakeholder consultation will continue to be an ongoing part of any work force restructuring initiative, and to the extent practicable, public stakeholder consultation will be conducted when significant modifications in this Plan are anticipated. If it is determined that public stakeholder consultation is warranted, the stakeholder consultation process will be initiated similar to past practice which is summarized below.

General guidelines that will continue to be used for initiating stakeholder consultation: A letter from the DOE-SR Manager and/or contractor management will be sent to all employees (see Attachment 9), to community stakeholders, and to the media announcing significant reductions are being projected. Efforts will continue to be made to provide this announcement 120 days in advance of involuntary separations, and if possible, a designated

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time period of at least 14 days will be scheduled to receive public stakeholder comments when warranted. At the time of this announcement or shortly thereafter, stakeholders will be provided with an overview of as much information as possible about projected restructuring activities, including proposed strategies and schedules, the times and locations of the stakeholder consultation meetings, if any, and the addresses where written comments can be sent.

A variety of mechanisms have been established during previous work force restructurings to collect meaningful input from employee and community stakeholders and to ensure that all comments are considered. Future downsizings will most likely use some or all of the mechanisms used in the past, including separate meetings for both employee stakeholders and community stakeholders in which transcribers are used to record issues and concerns which need further review by DOE-SR or contractor management; establishing addresses to receive and review written comments submitted through on-site E-mail, off-site Internet, site mail, and postal service; manning a Work Force Restructuring Hotline; establishing a Work Force Restructuring Information Center as a central point to respond to questions and concerns; publishing commonly asked questions and answers (Q's and A's) to all site employees; and using the Q's and A's as discussion points in managers' meetings or other communications with their employees.

## **VII. Community Assistance Program**

The intent of the Community Assistance Program is to create business development opportunities that would mitigate potential economic dislocation in South Carolina and Georgia. In order to achieve this objective, the Site continues to place special emphasis and management attention on community assistance and outreach. With more structured and focused programs being developed, Congress continues to support the activities in this area.

Specifically, Section 3161 of the National Defense Authorization Act for Fiscal Year 1993 authorizes DOE to provide financial and other assistance to communities, industries, economic development agencies and other government agencies to mitigate the effects of downsizing. In no event, however, will DOE funding be spent to support lobbying or political activity directed to representatives of the federal government.

The Department's goal is to apply much of the community assistance funding to innovative technology transfer and economic diversification programs conceived and designed to attract the investment of funds from other Federal programs, state governments, and private industry for mutual benefit. Projects will be selected and partnerships will continue to be pursued based on the merit of proposed concepts and the ability to create new and permanent jobs in the local region. Asset reuse of excess property to attract industry will also be pursued.

DOE may award sole source subcontracts or concur in such award by the management contractor, including leasing of site facilities if necessary, to businesses formed by existing site employees or displaced site employees (referred to as Spin-Off businesses) when: The proposed business is determined to be economically viable; similar products or services are not currently being provided to SRS by an existing private sector entity located in the five-county region; cost and prices are fair and reasonable; the business is pursuing a combined SRS and

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commercial customer base; and support of the business is consistent with the Site's requirements and privatization policy.

As the various projects take shape under the leadership of the DOE's Office of Science, Technology, and Business Development, the Site's 1995 Community Assistance Plan will be adjusted as appropriate to ensure that the programs and projects initiated under the plan are supportive of the regional vision. However, those special community outreach programs such as the Local Procurement Program, the Local Labor Usage Program, and the Technical and Industrial Assistance Program initially approved in the 1995 plan will continue to be utilized when necessary.

## **VIII. Notification Plan**

**A. Announcement of Anticipated Reduction in Force** - To the extent possible, a 120-day notification will be made to employee and public stakeholders prior to involuntary separations. When this is not possible, as much advance notice will be given as possible. (See Attachment 9 for sample notice.)

**B. Request to HQ to Implement Plan** - To the extent possible, the items listed in Step 9 of the Ten Step Process in Section IV.C. will be formally submitted to DOE-HQ for approval ten days in advance of the proposed date to implement this Plan. When a phased approach is planned for work force reductions, the request for approval may include actions that are anticipated over a period of one year or more, but will occur intermittently over that time period, thereby allowing the site to implement the reductions as needed. In such cases, DOE-HQ would be notified prior to implementation of each phase of the layoffs.

**C. Request to HQ to Modify Plan** - Proposed modifications to this Plan, if any, will be forwarded to DOE-HQ ten days in advance of proposed implementation if they do not have a significant financial impact or if no major changes are being proposed in the restructuring strategies. If major changes are being considered, a draft proposal will be submitted for DOE-HQ approval to issue to stakeholders for comment. Subsequent to the stakeholder consultation period, a formal proposal will be submitted to DOE-HQ with a target of one month in advance of implementation. Stakeholders will also be notified of the approved modification(s).

**D. Workers Adjustment and Retraining Notification (WARN) Act Notifications** - When WARN thresholds are met, covered workers and their representatives will be notified 60 days in advance of the individual employees' involuntary separation. (See sample letter in Attachment 2.) In such cases, 60-day notifications will also be sent to appropriate state and local officials, consistent with WARN requirements. (See sample letters at Attachment 4.)

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## IX. Evaluation and Reporting

**A. Evaluation** - The following items will be reviewed as part of the evaluation process:

1. Assessment of Performance Outcomes against Performance Measures
2. EEO Adverse Impact Analysis
3. Assessments of Lessons Learned including comments from separated employees
  - a. Work Force Planning and Analysis Improvements
  - b. Communications Improvements
  - c. Strategy Improvements
4. Other Improvements

**B. Contractors Implementation Reports** - To the extent possible, contractors will provide the following information to DOE-SR within 30 days of completion of the work force restructuring and update any changes monthly thereafter as long as costs are being incurred for work force restructuring programs or benefits :

- Background including the reason for work force restructuring
- Employee groups covered
- Actual compared to planned reductions identified in the Work Force Analysis
- Status of existing and planned retraining programs
- Numbers of participants in voluntary and/or involuntary separations compared to projections
- Status of outplacement assistance (narrative and statistical data)
- Status of community assistance programs compared to planned results
- Dates that scheduled milestones were completed
- Budget costs compared to projections
- Summary of stakeholder consultation process including primary concerns and dispositions
- Performance outcomes compared to performance measure objectives
- Statement as to whether adverse EEO impacts resulted from involuntary separations, and if so, its extent, the business necessity, and a description of the efforts taken to prevent adverse impacts
- Lessons Learned
- Modifications to Plan being considered, if any
- Projections of future restructurings, if any

**C. Annual Work Force Restructuring Implementation Reports** - Reports to DOE-HQ will include the information listed in paragraph B. above, and will update any changes on an annual basis thereafter as long as costs are being incurred for work force restructuring benefits or programs.

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## X. Schedule Plan

The anticipated schedule for future work force restructurings will most likely be based on involuntary separations only and will generally follow the schedule below:

<u>Day</u>	<u>Action</u>
- 30	Section IV.C., Step 4, items 1-4 submitted by contractor to DOE-SR
1	Work Force Restructuring Announcement
2-8	Preliminary work force planning (Section IV.C. Step 4, items 5-8) submitted by contractor to DOE-SR
9-22	Designated employee stakeholder consultation period; community stakeholder consultation period, if warranted; may include employee or community stakeholder meetings, if warranted.
24	Final proposed work force planning and analysis package (Section, IV.C., Step 4, items 9-12) submitted to DOE-SR for approval
25-37	Training for affected managers and others responsible for executing and administering the Plan
27	DOE-SR submits Implementation Plan to DOE-HQ for approval, if required
37	HQ approval to implement Plan
38-57	Matching process, interviews and reassignments of exempts; Bumping process for non-exempts
58-59	Individual RIF letters and packages prepared and distributed to appropriate managers
60-61	60-day WARN notifications issued if required (may be staggered to accommodate project or program completion consistent with Section VIII.B.)
120-121	Completion of first phase of RIF



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## **XI. Budget Plan**

When submitting the request to implement this Plan, a participant and cost matrix similar to that developed by DOE-HQ for use in the Annual Implementation Reports will be provided showing the projected costs. In addition, calculations will be provided showing any salary savings being planned that would offset the cost of severance pay or other separation benefits.

## **XII. Conclusion**

This Plan will serve as the guide for each aspect of work force restructuring in the future unless otherwise amended or revised.

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ATTACHMENT 1:

Summary of Changes to the FY 1995 Plan

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## Changes from the FY 1995 Worker Transition and Community Assistance Plan

- The expectation that future voluntary separations programs will be limited is addressed and explained.
- Covered workers now include employees of B&WSR and BNFLSR.
- Changes were made in the Voluntary Separation Program and in the Early Retirement Incentive.
- The General Release and Waiver forms were modified.
- Company-sponsored training was added to the voluntary separation program benefits.
- Eligibility for outplacement assistance for intermittent workers was broadened.
- The preference-in-hiring benefit for craft workers was expanded.
- The order of precedence-for-hiring under the preference in hiring benefit was modified.
- The requirement that the Assistant Manager for Business and Logistics is to approve new hires to fill vacancies created by the VSP or by an involuntary separation was added.
- A description of how SRS will implement the Ten-Step process in the Work Force Planning guidance is included.
- When budget issues are a factor in downsizing, a commitment is being made to review other areas for cost reduction prior to implementing a reduction in force.
- Additional emphasis is being placed on retraining in an effort to mitigate separations.
- A general guide for establishing a schedule for work force restructuring is included.
- The documents, data and schedule for submitting Implementation Reports are identified.
- The Plan is now future-oriented instead of following the past practice of describing how work force restructuring activities were implemented.
- More emphasis is placed on documenting that current and future missions and programs have been included in work force planning and analysis.
- The use of timing separations early in the process is added as a strategy to mitigate separations.

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- The Plan sets thresholds for DOE-HQ approval to implement the Plan and lists documents to be provided to DOE-HQ when approval to implement the Plan is requested.
  - Options for consideration in outsourcing and privatization initiatives are included.
  - The requirement for performance measures is added.
  - Using a phased approach to implement this Plan is addressed.

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Attachment 2:

1997 WSRC  
Involuntary Separation Package



(EXEMPT NOTIFICATION LETTER)

DATE

Dear John P. Doe:

### WARN LAYOFF NOTIFICATION

Due to budget reductions and changing missions at the Savannah River Site (SRS), Westinghouse Savannah River Company (WSRC), along with partners Bechtel Savannah River Incorporated, Babcock and Wilcox SRC, and British Nuclear Fuels Limited SRC reevaluated the composition of the work force. Analysis of current and future work requirements and anticipated funding levels resulted in restructuring the work force to reduce staffing levels in certain job classifications.

You have been affected by this work force restructuring. In 1988, Congress passed the Worker Adjustment and Retraining Notification Act (WARN), which requires the Company to give employees official notice of a pending layoff. In compliance with the requirements of this Act, you are hereby notified that you will be laid off effective \_\_\_\_\_.

WSRC, its partners and the Department of Energy appreciate and thank you for your loyal service. We regret the necessity of this action. You are entitled to certain benefits, including severance pay and extended medical benefits, among others, according to your eligibility.

Today will be the last day you will be expected to report to work at your usual workplace. However, you may request to work a portion of your 60 day notice. In that case, you will need to complete a request form, determine the length of time you want to work, sign and submit to your manager for approval. If approved, you will be reassigned to the Resource Center at the completion of the agreed upon work date. If denied, you will be reassigned to the Resource Center immediately for 60 days from the date of this letter.

You will be paid until (and including) \_\_\_\_\_ unless you obtain new employment prior to this date. Should you obtain employment during this 60 day period, you are to inform SRS personnel at the Resource Center. You will be paid your salary up to the date of your requested separation, and you will be eligible for established severance and 3161 benefits.

This layoff will be permanent, and there are no bumping rights. You may direct questions regarding your layoff or other information pertaining to this notice to my attention or to Lamar Cherry, SRS Human Resources Staff, at 3555 Richland Avenue West, Aiken, SC, (803) 644-1600 or (800) 368-7333.

Sincerely,

\_\_\_\_\_  
Signature

Work Phone: \_\_\_\_\_



(NON-EXEMPT NOTIFICATION LETTER)

DATE

Dear Jane Doe:

### WARN LAYOFF NOTIFICATION

Due to budget reductions and changing missions at the Savannah River Site (SRS), Westinghouse Savannah River Company, along with partners Bechtel Savannah River Incorporated, Babcock and Wilcox, and British Nuclear Fuels Limited reevaluated the composition of the work force. Analysis of current and future work requirements and anticipated funding levels resulted in restructuring the work force to reduce staffing levels in certain job classifications.

You have been affected by this work force restructuring. In 1988, Congress passed the Worker Adjustment and Retraining Notification Act (WARN), which requires the Company to give employees official notice of a pending layoff. In compliance with the requirements of this Act, you are hereby notified that you will be laid off effective \_\_\_\_\_.

\_\_\_\_\_ (WSRC, BSRI, B&W, or BNFL) and the Department of Energy appreciate and thank you for your loyal service. We regret the necessity of this action. You are entitled to certain benefits, including severance pay and extended medical benefits, among others, according to your eligibility.

Today will be the last day you will be expected to report to work at your usual workplace. However, you may request to work a portion of your 60 day notice. In that case, you will need to complete a request form, determine the length of time you want to work, sign and submit to your manager for approval. If approved, you will be reassigned to the Resource Center at the completion of the agreed upon work date. If denied, you will be reassigned to the Resource Center immediately for 60 days from the date of this letter.

Bumping Rights to which you may have been entitled in accordance with Human Resources Policies, Practices and Procedures (Manual 5B) have been carefully applied. Regretfully, all bumping rights have been exhausted. This layoff will be permanent. However, you are eligible for recall rights for two years should any openings occur in your field or occupation.

You may direct questions regarding your layoff or other information pertaining to this notice to my attention or to Lamar Cherry, SRS Human Resources Staff, at 3555 Richland Avenue West, Aiken, SC, (803) 644-1600 or (800) 368-7333.

Sincerely,

\_\_\_\_\_  
Signature

Work Phone: \_\_\_\_\_

**Summary of  
1996-97 Workforce Restructuring  
Benefits Continuation Alternatives**

**Involuntary (Non-Craft) Separations**

**MEDICAL BENEFITS**

WSRC and BSRI Employees involuntarily separated (who are not retiring with 15 or more years of eligibility service with WSRC or BSRI) have three options for continuing medical coverage. You must elect one of the following options:

**Option 1: 3161 Extended Medical Benefits Through the Involuntary Separation Package**

- Provides Health Choice Medical Coverage option -- Prime, Standard, HMO or Basic - you were enrolled in while you were an active employee
- Year 1: Employee pays the active employee premium rate during the first year following termination of employment. Rates are subject to change beginning January 1 of each calendar year. Employee premiums are to be submitted monthly by personal check to Blue Cross/Blue Shield (BC/BS) following receipt of invoices. The effective date for extended benefits coverage will be the first day following termination of active employee coverage which requires a full monthly premium payment (rather than pro-rata for any mid-month effective dates).

**1997 Health Choice Medical Coverage Monthly Premium Rates:**

<u>Coverage Level</u>	<u>Prime</u>	<u>Standard</u>	<u>HMO</u>	<u>Basic</u>
Individual	\$51.00	\$10.00	\$10.00	\$0.00
Two person	\$111.00	\$28.00	\$28.00	\$5.00
Family	\$156.00	\$53.00	\$53.00	\$10.00

- Year 2: Employee pays 1/2 COBRA rate the second year (13th month through 24th month following termination of employment). At this time, we do not know the full COBRA rates for 1998 and beyond.
- Year 3 and Subsequent Years: Employee pays full COBRA rate during the third and subsequent years (starting the 25th month following termination of employment). COBRA rates are reviewed and revised each calendar year.

If the separated employee's premiums are not received by BC/BS by their due dates, coverage will terminate effective to the last premium payment period and cannot later be reinstated.

Coordination of Benefits does not apply since employees and their dependents are not eligible for this Extended Medical Benefits coverage if they are, or become, eligible for coverage elsewhere (including through Medicare).



You and your dependents are no longer eligible for 3161 Extended Medical Benefits when you become ELIGIBLE for medical benefits from another plan. However, the 3161 Extended Medical Benefits can continue during a required waiting period (if applicable) for new coverage to begin since you are not yet eligible for benefits from another plan. For example, if you take a new job that offers medical benefits that become effective 30 days after your new job begins, you can continue your 3161 extended coverage during the 30-day wait.

If you are eligible for coverage from another employer, but that employer's coverage contains a pre-existing condition limitation/exclusion, the 3161 Extended Medical Benefits will apply coverage to the pre-existing condition limitation/exclusion ONLY (since you are not eligible yet for benefits for the pre-existing condition from another plan.) Claims should be filed with the other employer's insurance plan first. Then an Explanation of Benefits from the other employer's plan (showing the benefits coverage limitation/exclusion for the pre-existing condition) should be filed with the WSRC Plan Administrator (BC/BS).

Eligible participants include only those dependents who were covered under the WSRC medical plan immediately prior to termination of active employee coverage. Dependents can be covered without the employee being covered, if the dependent is not ELIGIBLE for coverage under another plan. For example, if a terminating employee is age 65 (or older) and eligible for Medicare (and therefore not eligible for 3161 Extended Medical Benefits) and the employee has a spouse who is age 62 (who is not eligible for coverage under another employer or through Medicare), then the spouse alone is eligible for coverage under the 3161 Extended Medical Benefits and the single person rate would be applied.

You can add/delete dependents to your 3161 Extended Medical Benefits Coverage with a "qualifying event" provided you notify BC/BS of your qualifying event/request for change no more than 60 days after the qualifying event occurs.

Dependents who experience loss of eligibility for 3161 Extended Medical Benefits Coverage due to a "subsequent qualifying event" (e.g. divorce, death of spouse, children no longer meeting the eligibility provisions of the Plan) are eligible to continue 3161 Extended Medical Benefits coverage for a maximum of 36 months from the loss of active employee coverage/termination of employment provided all of the following are met: (1) they were covered by the WSRC medical benefits plan immediately prior to termination of active employee coverage, (2) they were continuously covered under 3161 Extended Medical Benefits, (3) the subsequent event occurred no more than 18 months from the loss of active employee coverage/termination of employment, and (4) they provide BC/BS formal notification of the qualifying event/request for change no more than 60 days after the occurrence of the subsequent qualifying event.

#### **Option 2: Normal COBRA Benefits**

- COBRA continuation coverage must be elected no more than 60 days after termination of employment. Enrollment will be in the same Medical Choice in which you were enrolled just prior to separation from WSRC or BSRI (Prime, Standard, HMO or Basic Choice). The effective date of COBRA continuation coverage will be the date following the last pay period after separation (which is the date that insurance coverage as an active employee terminates).

- Separated employee pays full COBRA rate monthly by personal check. Employees will be sent invoices by BC/BS. (Note: A full monthly premium payment will be required rather than a pro-rata amount for mid-month effective dates). Up to 18 months coverage is available as long as premium payments continue to be made to BC/BS.
- If coverage is not elected within 60 days after termination of employment and/or applicable premiums are not received by their due dates, coverage will terminate effective at the end of the last premium payment period and cannot later be reinstated.
- When continuing medical coverage through COBRA, you may add/delete dependents only upon the occurrence of a "qualifying event." You may change your coverage option (for example, from Prime Choice to Standard Choice) to become effective at the beginning of the next calendar year. Further information about COBRA is contained in the Employee Benefits Handbook, General Information Booklet, page 10.
- COBRA Medical Rates (1997) are as follows:

Coverage Level	Prime	Standard	HMO	Basic
One person	\$297.05	\$201.67	\$201.67	\$139.16
Two person	\$579.25	\$393.27	393.27	\$271.36
Family	\$742.63	\$504.20	\$504.20	\$349.89

COBRA rates are reviewed and revised each calendar year.

### Option 3: No Coverage

- Coverage terminates for claims incurred after termination (as of the last day of the pay period) without continued participation by payment of employee premiums under 3161 Extended Medical Benefits or by electing normal COBRA benefits.

### WSRC and BSRI "Dual Couples" (Both Spouses Work for WSRC or BSRI)

Loss of your employment or your spouse's employment is considered a "qualifying event" for adding/deleting dependents from coverage under the WSRC Health Choice Plans. Therefore, an employee who separates from WSRC or BSRI, and whose spouse also works for and is eligible for WSRC Health Choice coverage, can be covered by their actively employed WSRC and BSRI spouse. The active employee will need to contact Benefits Administration to obtain the necessary forms to add dependents (children and/or spouse) and to obtain instructions regarding information that needs to be submitted to move over "claim history" for deductibles, etc. Coverage must be elected to become effective on the day immediately following the pay period in which the employee separates from WSRC or BSRI employment (the "qualifying event"/"loss of spouse's employment"). Forms to add/delete dependents from coverage must be submitted by the active employee to (and received by) Benefits Administration no more than 60 days after termination of spouse's employment. With a "qualifying event" the active employee can add/delete dependents to the WSRC Health Choice coverage options in which the active employee is currently enrolled, but cannot change his or her Health Choice medical, dental or vision coverage options.

### DENTAL BENEFITS

- Coverage for employee and eligible dependents can be obtained under COBRA at the separated employee's expense.
- COBRA continues the Dental Choice in which the employee was enrolled (Prime or Standard) just prior to separation.
- Separated employee pays full COBRA rate monthly by personal check to BC/BS. Coverage must be elected to become effective immediately following the last pay period after separation/termination of employment. Up to 18 months coverage available with continued premium payments.
- Can add/delete dependents with a "qualifying event" when continuing dental coverage through COBRA. Further information about COBRA is contained in the Employee Benefits Handbook, General Information Booklet, page 10.
- If coverage is not elected within 60 days after separation/termination of employment, or if applicable premiums are not received by BC/BS by their due dates, coverage will be terminated effective with the last premium payment period and cannot later be reinstated.
- COBRA Dental Rates (1997) are as follows:

<u>Coverage Level</u>	<u>Prime</u>	<u>Standard</u>
One person	\$35.87	\$19.07
Two person	\$60.90	\$30.66
Family	\$84.36	\$41.52

COBRA rates are reviewed and revised each calendar year.

### VISION CARE BENEFITS

- If you were enrolled in the Vision Care Plan just prior to separation, COBRA continuation coverage is available at your expense for up to 18 months with continued premium payments. In the event the Vision Plan should be changed or discontinued for active employees, such changes would likewise effect COBRA Vision Plan participants.
- If coverage is not elected within 60 days after separation/termination of employment, or if applicable premiums are not received by BC/BS by their due dates, coverage will be terminated effective with the last premium payment period and cannot later be reinstated.
- COBRA Vision Rates (1997) are as follows:

One person	\$5.06
Two person	\$10.12
Family	\$15.66

COBRA rates are reviewed and revised each calendar year.

## FLEXIBLE SPENDING ACCOUNTS

- If currently enrolled, continued participation and coverage through COBRA is available for the Health Care Flexible Spending Account (FSA). Cost for continuing Health Care FSA participation through COBRA is 102% of the employee's active pre-tax contribution amount and is submitted to BC/BS by personal check on a monthly basis. Therefore, the tax advantages of continuing Health Care FSA participation are lost, but a separated employee may wish to continue participation in the Health Care FSA through COBRA in order to be reimbursed for out-of-pocket medical expenses incurred after termination of employment so as not to forfeit FSA contributions that had been made prior to separation.
- If you do not elect to continue your Health Care FSA participation through COBRA, your Health Care FSA will be terminated as of the date of your termination of employment. Any FSA claims for out-of-pocket medical expenses incurred after your separation date will not be reimbursable by BC/BS unless you have elected to continue participation in the Health Care FSA through COBRA. For eligible health care expenses incurred prior to separation, a "Flexible Spending Account Health Care Reimbursement" form must be submitted to BC/BS postmarked by April 15 of the following calendar year; any reimbursement form postmarked after that date will not be eligible for reimbursement and contributions remaining in your Health Care Flexible Spending Account will be forfeited.
- COBRA continuation coverage is not available for the Dependent Care FSA. Any out-of-pocket dependent care expenses incurred after the last day of the pay period in which separation occurs will not be reimbursable by BC/BS.
- Refer to page 15 of the Flexible Spending Accounts Booklet in your Employee Benefits Handbook for more information about FSA continuation.

## NON-CONTRIBUTORY LIFE INSURANCE

- If you have completed between one and six years of Eligibility Service as of the date of your separation/termination of employment, your Non-Contributory Life Insurance coverage will continue for one year. If you have seven or more years of Eligibility Service as of the date of your separation/termination of employment, your coverage will continue for two months for every year of Eligibility Service you earned with WSRC or BSRI, Westinghouse Electric Corporation, Bechtel Group Inc. or an affiliated entity of one of these corporations. If you return to work, your coverage will automatically be restored.
- WSRC and BSRI pay the entire cost of the extended Non-Contributory Life Insurance Coverage.
- Upon termination of your extended Non-Contributory Life Insurance coverage you may convert to an individual policy through Connecticut General Life Insurance Company (CIGNA). If you wish to convert your coverage, you must submit a conversion application to CIGNA within 31 days of the termination of your extended Non-Contributory Life Insurance coverage.

### CONTRIBUTORY LIFE INSURANCE

- If you have completed between one and six years of Eligibility Service as of the date of your separation/termination of employment, your Contributory Life Insurance coverage will continue for one year. If you have seven or more years of Eligibility Service as of the date of your separation/termination of employment, your coverage will continue for two months for every year of Eligibility Service you earned with WSRC or BSRI, Westinghouse Electric Corporation, Bechtel Group Inc. or an affiliated entity of one of these corporations. If you return to work before your extended coverage ends, your coverage will automatically be restored. To reapply, you must contact Benefits Administration within 60 days of your re-employment.
- WSRC and BSRI pay the entire cost of the extended Contributory Life Insurance Coverage.
- Upon termination of your extended Contributory Life Insurance coverage you may convert to an individual policy through Connecticut General Life Insurance Company (CIGNA). If you wish to convert your coverage, you must submit a conversion application to CIGNA within 31 days of the termination of your extended Contributory Life Insurance coverage.

### DEPENDENT LIFE INSURANCE

- Conversion to an individual policy for Dependent Life is available through Connecticut General Life Insurance Company (CIGNA). The level of coverage may not exceed the level of coverage under the Company Plan you had for your dependents as an active employee. Cost of conversion to an ordinary life policy is determined by CIGNA according to the age of insured(s). The conversion coverage is considerably more expensive because it is not a continuation of the current WSRC and BSRI group term life insurance rates. However, the advantage offered by conversion is the guarantee of insurability at current coverage levels regardless of the health status of the insured(s).
- Application for an individual Dependent Life Insurance policy must be made to CIGNA within 31 days from the date coverage was terminated (see page 21 of the Life Insurance booklet in your Employee Benefits Handbook).
- Premiums must be paid by the employee/dependent directly to CIGNA. Additional information about conversion will be mailed to your home.

### ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

- Coverage ends on the last day of the month in which you separate/terminate employment with WSRC or BSRI. There are no conversion privileges.

### SAVINGS AND INVESTMENT PLAN

- **Account Balance of \$3500 or less** -- Employee must receive a full distribution of the vested account balance.
- **Account Balance of more than \$3500** -- Employee may leave money in the account or receive a full distribution of the vested account balance. If employee leaves money in the plan, it can remain in any of the fund options.
- **Vesting** -- Employees who do not have three years of Eligibility Service at the time of termination, will automatically be vested in Company matching contributions and the earnings on those contributions.
- **SIP Loan** -- Outstanding loan balance must be repaid or it will be deemed a distribution.
- **SIP Service Center** -- Call the SIP Service Center at 1-800-360-2747 to determine specific distribution and loan options.

### PENSION

- **Vesting** -- Employee is vested if he/she has five years of Eligibility Service.
- **Benefits** -- If employee is vested, he/she is entitled to an unreduced pension benefit from the Plan at the normal retirement age of 65. Employees who have five through nine years of service will be eligible for a vested pension at age 65. Those who have 10 through 14 years of service may receive a vested pension when they reach age 60. Those who have 15 or more years of service may receive a vested pension when they have reached the age of 50. Anyone who's vested pension has a present value of \$3500 or less will receive their calculated amount as a "cash out payment", which may be rolled over to an IRA or possibly another qualified retirement plan.

### EDUCATIONAL ASSISTANCE

- **Educational assistance** will be made available to those eligible employees to cover tuition, fees, books, laboratory fees, or other required expenses for an approved course. The amount of assistance available is not to exceed \$10,000 over a four-year period. Students are required to satisfactorily complete the coursework to continue to receive this benefit. Eligible individuals must be enrolled at an educational institution that is regionally accredited or approved for Veterans Administration benefits. These disbursements are also subject to federal and state taxes.

### RELOCATION ASSISTANCE

- Eligible employees who are voluntarily and involuntarily separated will be eligible for reimbursement of relocation expenses up to \$2000 if they are hired to fill a position at another DOE, Westinghouse, Bechtel, B&W, BNFL or WSI location within one year of separation, and if the hiring location's policies and practices do not cover full reimbursement of relocation expenses.

### RESOURCE CENTER

- Outplacement services will be provided according to the Involuntary Separation Benefit Matrix attached to this Summary.

### SEPARATION PAY

- For Exempt Employees, separation pay will include both Severance Pay and payment for Unused Vacation Allowance. Severance pay will be calculated at the rate of 1 week of pay for each full year of eligibility service. Severance pay and Unused Vacation Allowance will be combined into one check. Both are subject to Federal, State, and FICA withholding tax.
- For Nonexempt Employees, severance pay will be calculated at the rate of 1 week of pay for each full year of eligibility service. Unused Vacation Allowance will be paid by a separate check. Both are subject to Federal, State, and FICA withholding tax.

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ATTACHMENT 3:

Sample Certification of Non-Discrimination Form



## CERTIFICATION OF NON-DISCRIMINATION

## PERSONAL &amp; CONFIDENTIAL

2/08/96

Employee Name: \_\_\_\_\_

Employee SSN: \_\_\_\_\_ Race: \_\_\_\_\_ Sex: \_\_\_\_\_ Age: \_\_\_\_\_

Position Title: \_\_\_\_\_ Grade: \_\_\_\_\_ Classification (circle one): Management Professional

Date Assigned to Position: \_\_\_\_\_ Adjusted Service Date (ASD): \_\_\_\_\_ Last IADP Rating: \_\_\_\_\_

## I. POSITION FUNCTIONS (Attach additional sheets if necessary for the following questions)

1. The work being performed by the affected employee was eliminated. Yes ☐ No ☐
2. The work being performed by the affected employee was partially or totally assigned to other employee(s) within the section. Yes ☐ No ☐  
If the response is YES, provide the following on recipient employee(s):
- | Name | Title | Grade | Race/Sex/Age | ASD | IADP rating | % Work Assigned |
|------|-------|-------|--------------|-----|-------------|-----------------|
|      |       |       |              |     |             |                 |
|      |       |       |              |     |             |                 |

3. The work being performed by the affected employee was partially or totally assigned to another section. If the response is YES, identify the section(s). Yes ☐ No ☐

If the work previously performed by this employee was wholly or partially assigned to another section, answer the following questions:

- a. Was there a vacancy for which this employee could have been considered? Yes ☐ No ☐
- b. If YES to 3a., were this employee's qualifications reviewed for this position? Yes ☐ No ☐  
If employee's qualifications were not reviewed, supply information as to why: \_\_\_\_\_
- c. Was the employee qualified for the position as now constituted? If NO, supply information as to why: \_\_\_\_\_ Yes ☐ No ☐
- d. If YES to 3c., supply information as to why the employee was not placed in the position. \_\_\_\_\_
- e. Is documentation\*\* on file for review to support this decision? If NO, supply information as to why: \_\_\_\_\_ Yes ☐ No ☐

## II. EMPLOYEE SELECTION

1. Are there other employees reporting to the same manager who will remain, and who perform essentially the same functions as the affected employee? If the response is YES, provide the following on the employee(s): (Attach additional sheet(s) if necessary.) Yes ☐ No ☐
- | Name | Title | Grade | Race/Sex/Age | ASD | IADP rating | % Functions |
|------|-------|-------|--------------|-----|-------------|-------------|
|      |       |       |              |     |             |             |
|      |       |       |              |     |             |             |

\*\* Documentation includes, but is not limited to: Personal History Form, Employment Application, Estimates of Promotability, Merit Increase History, Performance Appraisals, Personnel Folder Memoranda such as notes on discussions with employee, etc

2. Based on the department's organization and any relevant planned organizational changes known, were there vacancies in the department for which the affected employee could have been retained or considered based on the employee's qualifications? If YES, explain why the employee was not placed in the position: *(Attach additional sheet if necessary.)*
- Yes ☐ No ☐

## III. EMPLOYEE PERFORMANCE

1. Was the action planned for the affected employee in any way based on performance?
- Yes ☐ No ☐
- a. If your response is YES, is documentation\*\* on file for review by Human Resources or governmental agencies to support this position?
- Yes ☐ No ☐
- b. If your response is NO to 1a., please supply information as to why.

IV. OTHER COMMENTS WHICH YOU BELIEVE ARE SUPPORTIVE OF YOUR DECISION: *(Attach additional sheet if necessary.)*

## V. EMPLOYEE PLACEMENT

1. Was this employee eligible to return to nonexempt status?
- Yes ☐ No ☐
- a. If YES, did the employee accept the option to return to nonexempt status?
- Yes ☐ No ☐
2. If this employee was not eligible or chose not to return to nonexempt status, and there were other vacancies within WSRC, was this employee's qualifications reviewed for these positions? *(If NO, supply information as to why.)*
- Yes ☐ No ☐
- a. If YES, was this employee selected for any of these positions?
- Yes ☐ No ☐
- b. Is documentation\*\* available for review to support the reasons this employee was not selected over other employees? *(If NO, please supply information as to why.)*
- Yes ☐ No ☐
3. If placed, employee's new classification (circle one): Mgmt. Prof. Nonex. Grade Level: \_\_\_\_\_

Prepared by: \_\_\_\_\_ Date: \_\_\_\_\_  
(Level 3 manager) Print Name/Signature Title

Reviewed by: \_\_\_\_\_ Date: \_\_\_\_\_  
(Level 2 manager) Print Name/Signature Title

Reviewed by: \_\_\_\_\_ Date: \_\_\_\_\_  
(HR Mgr/Rep) Print Name/Signature Title

\*\* Documentation includes, but is not limited to: Personal History Form, Employment Application, Estimates of Promotability, Merit Increase History, Performance Appraisals, Personnel Folder Memoranda such as notes on discussions with employee, etc

ONCE REVIEWED BY THE HR MANAGER, CERTIFICATION FORM IS TO BE FORWARDED TO:  
TOM HABERSHAM, EEO MANAGER, EEO DEPARTMENT, 719-4A, ROOM 145

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ATTACHMENT 4:

Sample  
WARN Notices to State and Local Officials



Westinghouse  
Savannah River Company

A. L. Schwallie  
President

Building 703-A  
Aiken, SC 29808

January 20, 1997

The Honorable Zell Miller  
Governor  
State of Georgia  
203 State Capitol  
Atlanta, GA 30334

Dear Governor Miller:

WORKER ADJUSTMENT AND RETRAINING NOTIFICATION (WARN) ACT (PL 100-379,  
102 STAT. 890, USC 2101-2109)

Westinghouse Savannah River Company and its partners, Bechtel Savannah River, Inc., B&W Savannah River Company, and BNFL Savannah River Company, in conjunction with the U.S. Department of Energy, Savannah River Operations Office, are implementing a work force restructuring plan to more efficiently accomplish the Savannah River Site mission.

As a result of this action, 590 employees will be laid off effective March 21, 1997. The last day of work for these employees will be March 20 or 21, 1997. A list of the positions and number of affected employees in each of these positions is attached. These layoffs will be permanent. Only construction craft employees of Bechtel Savannah River, Inc. are represented by unions.

There are bumping rights for some first line supervisors and nonexempt employees. There are no bumping rights for other exempt employees.

The employees affected by this layoff work at the Savannah River Site in Aiken, Barnwell and Allendale counties, South Carolina, as well as the City of Aiken. The mailing address is Westinghouse Savannah River Company, Savannah River Site, Aiken, SC 29808.

For further information concerning this notice, please contact Larry L. Myers, Vice President and Director, Human Resources, WSRC, at (803) 725-8455.

Sincerely,

Ambrose L. Schwallie

ATL

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ATTACHMENT 5:

BSRI Construction Craft  
Separation Package

Bus Rep ltr

# Bechtel

Savannah River, Inc.  
719-5N, Labor Relations  
Aiken SC 29808  
Tel: (803) 557-5667  
Fax: (803) 557-4707

PEC-SLR-97-038

March 20, 1997

Mr. Raymond E. Storey  
Insulator Workers Local 92  
4305 Columbia Hwy., N.  
Ridge Spring, SC 29129

Dear Mr. Storey:

## PROJECT ENGINEERING AND CONSTRUCTION DIVISION - SAVANNAH RIVER SITE REDUCTION-IN-FORCE NOTIFICATION ADDENDUM (U)

Due to the nature of our ongoing work and some unforeseen circumstances, Bechtel Savannah River, Inc. (BSRI) has reevaluated the composition of our work force in comparison to current and future work requirements. As a result of that analysis, it is appropriate we retain some employees from your craft that were scheduled to be laid off effective March 23, 1997. Eight (8) employees have been selected to receive the attached letter extending their layoff date to between April 11, 1997 and April 24, 1997.

If you have any questions concerning this action, please call me at (803) 557-5395.

Very truly yours,



L. H. (Kay) Strickland  
Labor Relations Manager

LHS:atc

Attachment (1)



# Bechtel

Savannah River, Inc.  
719-5N, Labor Relations  
Aiken SC 29808  
Tel: (803) 557-5395  
Fax: (803) 557-4707

PEC-SLR-97-038

March 20, 1997

«FirstName» «LastName»  
Employee Number: «EmployeeNbr»  
Social Security Number: «SocialNbr»

Dear «Title». «LastName»:

## PROJECT ENGINEERING AND CONSTRUCTION DIVISION - SAVANNAH RIVER SITE - REDUCTION-IN-FORCE NOTIFICATION ADDENDUM (U)

On January 23, 1997, you received the attached letter informing you that you were scheduled to be laid off on March 23, 1997.

Due to the nature of our ongoing work, and some unforeseen circumstances, it is appropriate that we retain some of the crafts that have been scheduled for layoff on March 23. You have been selected for this extension, and we have therefore extended your layoff date to between April 11, 1997 and April 24, 1997.

The remaining terms and conditions of the attached letter remain intact.

If you have any questions or issues relative to this extension, please direct them to Kay Strickland at (803) 557-5395 or to my attention at (803) 557-5562.

Very truly yours,

M. K. Hammond  
Field Superintendent

LHS:MKH:atc

Attachment (1)

lr352cc.doc  
File: 3107.3 (1997)



Bechtel Savannah River, Inc.  
An Equal Opportunity Employer



U. S. DEPARTMENT OF ENERGY  
SAVANNAH RIVER SITE  
WORKFORCE RESTRUCTURING PROGRAM  
CRAFT APPLICATION FOR BENEFITS

To qualify for 3161 Workforce Restructuring benefits, I understand that I must meet each of the requirements listed below and must have been laid off due to a reduction-in-force:

*I must have been employed at SRS on or before September 27, 1991, and*

*I must have been employed at SRS within 180 days preceding the Workforce Restructuring Notification issued on March 19, 1996,*

*I must have a cumulative site service of at least 8,120 hours from my initial date of hire through March 19, 1996.*

I also understand that if my employment qualifications are based on employment with an employer other than BSRI at SRS, supporting documentation must be attached to this application with its submission.

By signature below, I hereby certify that I meet these requirements, that I have not received 3161 benefits previously, and that the information I have provided is true and correct.

\_\_\_\_\_  
Employee's Signature

Please print the following information:

NAME: \_\_\_\_\_ SS#: \_\_\_\_\_

CRAFT PAYROLL NUMBER: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

\_\_\_\_\_  
(City) (State) (Zip Code)

TELEPHONE NUMBER: ( ) \_\_\_\_\_

RETURN FORM TO:  
BECHTEL SAVANNAH RIVER, INC.  
LABOR RELATIONS 719-5N





U. S. DEPARTMENT OF ENERGY  
SAVANNAH RIVER SITE  
WORKFORCE RESTRUCTURING PROGRAM  
CRAFT APPLICATION FOR BENEFITS

BSRI USE ONLY

Hire Date:  
Termination Date:  
Reason for Termination:

Hire Date:  
Termination Date:  
Reason for Termination:

Hire Date:  
Termination Date:  
Reason for Termination:

Hire Date:  
Termination Date:  
Reason for Termination:

Total Hours through March 19, 1996 = \_\_\_\_\_

BSRI USE ONLY	
BENEFITS REVIEWED	DATE
BENEFITS DENIED: REASON	DATE
APPROVED BY	DATE

NOTE: This form was effective March 20, 1997

# Bechtel

Savannah River, Inc.  
719-6N, Labor Relations  
Aiken SC 29808  
Tel: (803) 557-5667  
Fax: (803) 557-4707

PEC-SLR-97-036

March 20, 1997

## PROJECT ENGINEERING AND CONSTRUCTION DIVISION - SAVANNAH RIVER SITE FY '96/97 WORKFORCE RESTRUCTURING PLAN (U)

Please be advised that the Department of Energy has approved the FY 1996/97 Workforce Restructuring Plan for eligible construction craft employees, which includes several changes from the FY95 plan. To be eligible for 3161 benefits, displaced (laid off) workers must meet the following prerequisites:

- 1) The construction worker must have been employed at SRS on or before September 27, 1991 and
- 2) The worker must have been employed at SRS between September 20, 1995 and March 18, 1996 (180 days preceding the workforce restructuring notification issued on March 19, 1996) and
- 3) The worker must have a cumulative site service of at least 8,120 hours from his/her initial date of hire through March 19, 1996.

This special one-time benefit includes the following:

- \* A one-time cash benefit equal to six (6) weeks pay calculated at 40 hours per week, multiplied by the workers' base wage rate (FY 1997). If the employee returns to work for BSRI, WSRC or WSI before six weeks has elapsed, a pro-rata share of this benefit must be repaid by the employee.
- \* Tuition assistance of up to \$10,000 over four (4) years at an educational institution that is regionally accredited or approved for Veterans Administration benefits.
- \* Outplacement support including access to DOE resume data bank and resume preparation.
- \* Relocation assistance of up to \$2,000 for movement of goods to another DOE, Westinghouse or Bechtel location.



FY '96/97 Workforce Restructuring Plan  
March 20, 1997  
Page 2

\* A one time preference in hiring, where practicable.

There are detailed terms and conditions which apply to each of the benefits. The BSRI Labor Relations' department at (803) 557-5673 is prepared to answer questions regarding eligibility and/or benefits.

If you feel that you qualify for 3161 benefits, please complete the attached form and return it to the address on the form. We remain interested in disbursing these DOE benefits in a timely and fair manner, and your assistance will be greatly appreciated.

Very truly yours,



L. H. Strickland  
Labor Relations Manager

LHS:JWH:atc

lr0351ac.doc



Bechtel Savannah River, Inc.  
An Equal Opportunity Employer

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Attachment 6:

1996 WSRC & BSRI  
Early Retirement Incentive Package



HRD-COM-96-0174

April 25, 1996

TO: ALL ELIGIBLE WSRC & BSRI EMPLOYEES

1996 EARLY RETIREMENT INCENTIVE PROGRAM (U)

Based on comments received at recent stakeholder meetings, the Department of Energy (DOE) has approved a 1996 Early Retirement Incentive (ERI) program that will add three years to both age and eligibility service for WSRC/BSRI Pension Plan calculations. The details of this program are outlined in this package, which has been mailed only to those employees like yourself who we believe meet eligibility requirements.

The 1996 ERI is a window program, which will officially open April 29, 1996, and close June 13, 1996. Your participation in this program is completely voluntary. This program applies only to the WSRC/BSRI Pension Plan, and not to any other plans in which you may have vested rights.

Participation in the ERI is limited to: (1) eligible full service WSRC and BSRI employees; (2) eligible BSRI Option "A" Craft employees; (3) eligible employees who retired from Du Pont and were rehired on April 1, 1989 by WSRC or BSRI ("Retiree/Rehires"); and (4) eligible employees who rolled over employment to WSRC or BSRI from M.K. Ferguson, Miller-Dunn Electric or North Brothers ("Assimilees").

With the addition of three years to both age and total eligibility service, eligible full service WSRC and BSRI employees and BSRI Option "A" Craft employees qualify for an unreduced WSRC/BSRI pension. With the addition of three years to both age and total eligibility service, Retiree/Rehires and Assimilees can qualify for immediate commencement of payments of their vested WSRC/BSRI pension annuity.

An estimate of your pension benefit under the terms of this program has been requested from our actuary, and will be made available to you at scheduled informational meetings as listed in this information package. You are encouraged to carefully review all of the information in this package, attend the informational meetings and evaluate your plans and options under this offer before accepting.

If you decide to take advantage of the 1996 ERI, contact your WSRC or BSRI HR Representative or HR Service Center to verify your eligibility and to file your acceptance form. Acceptance forms must be submitted during the open window. All employees accepting the 1996 Early Retirement Incentive Program must also execute the General Release and Waiver form on June 13, 1996 by 5:00 p.m. Census data referred to in Paragraph 9 of the waiver will be published on April 29, 1996 on ALL-IN-1 and will be mailed to you shortly thereafter.

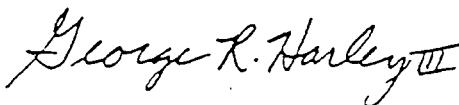
1996 WSRC & BSRI ERI  
April 25, 1996

Eligible employees who do not wish to participate need only complete the Rejection of 1996 Early Retirement Incentive Program form included with this package, and file it with their WSRC or BSRI HR Representative or HR Service Center.

As you may know, we will also be conducting a Voluntary Separation Program (VSP). Employees who apply for the ERI will not be eligible to apply for the VSP. The window to elect to participate in the ERI program will close before the window to apply for participation in the VSP closes. The positions available for participation in the VSP will depend in part upon the number and classifications of employees electing to participate in the ERI. Consequently, no one will know whether individual employees will be approved for participation in the VSP until after both the ERI & VSP windows close.

If, after looking through your informational package, you still have questions, please contact your WSRC or BSRI HR Representative, HR Service Center or the Workforce Restructuring Information Center (extensions 4-6200; 4-6264; 4-6276 & 4-6231).

I hope the enclosed material is helpful to you in making the choice that best meets your needs.



George R. Harley, III, Director  
Human Resources

Attachment:

- 1996 ERI Information Package

## 1996 WSRC & BSRI Early Retirement Incentive Program Information

Check the attachments carefully against this list to make sure that all materials are included. Missing information sheets can be obtained by calling your WSRC or BSRI Human Resources Representative, HR Service Center or the Workforce Restructuring Information Center (4-6200; 4-6264; 4-6276 or 4-6231).

You should have:

- 1996 WSRC & BSRI Early Retirement Incentive Program Description
- Official Form for Acceptance of 1996 Early Retirement Incentive Program
- Official Form for Rejection of 1996 Early Retirement Incentive Program
- General Release and Waiver
- Official Form for Rescission of Acceptance of 1996 Early Retirement Incentive Program
- General Information Meetings for Early Retirement Incentive Offer
- List of Human Resources Contacts for WSRC and BSRI

1996 WSRC & BSRI EARLY RETIREMENT INCENTIVE  
PROGRAM DESCRIPTION

The 1996 Early Retirement Incentive (ERI) is open to full service WSRC and BSRI employees who with the addition of three years to their eligibility service and three years to their age would qualify for a 100 percent unreduced WSRC/BSRI retirement in the months of June, July, August or September 1996.

Employees participating in the 1996 ERI are expected to retire at the end of the earliest month in which they first become eligible for retirement with an unreduced benefit under this ERI program (i.e., June, July, August or September). For example: An employee who first becomes eligible for the 1996 ERI program upon his or her birthday (or service anniversary) in the month of August would retire at the end of that month.

The addition of three years to age and eligibility service under the 1996 ERI is applicable only to the WSRC/BSRI Pension Plan, and does not apply to any other plans in which eligible employees may have vested rights.

Employees age 50 or older (by September 30, 1996) who retired from Du Pont and were rehired on April 1, 1989 by WSRC or BSRI and employees who rolled over from M. K. Ferguson, Miller-Dunn Electric and North Brothers to WSRC or BSRI between November, 1989, and October, 1992, as Assimilated employees, are also eligible to add three years to their eligibility service and three years to their age for immediate commencement of payments of their vested pension annuity. Retired and rehired employees will receive their medical, dental and employee group life insurance benefits from Du Pont. Assimilated employees will receive the 3161 Extended Medical Benefits package.

All employees electing the 1996 ERI will be paid for earned and unused vacation days accrued through the month they separate from employment. Payment for unused vacation will be by lump sum, subject to deductions for FICA (7.65%), state income tax (7.0%) and federal income tax (28%).

Employees electing the 1996 ERI will not receive a separation bonus or severance pay.

The 1996 ERI is completely voluntary, although all those eligible for this program must make their decision to participate or not to participate within the open window time frame that begins at 8:00 a.m., on April 29, 1996, and ends at 5:00 p.m., on June 13, 1996. Acceptance forms must be submitted during the open window. Employees who submit an acceptance form have the opportunity to withdraw their acceptance by submitting the rescission form while the window is open. After the window closes, and you have signed the waiver, you may withdraw from this program by submitting the rescission form between 5:00 p.m. on June 13, 1996 and 5:00 p.m. on June 20, 1996. Employees who decide to rescind a submitted acceptance form must sign the Rescission of Acceptance of 1996 Early Retirement Incentive form and file it with their respective HR representative.

Eligible employees who do not wish to participate need only complete the Rejection of 1996 Early Retirement Incentive Program form included with this package, and file it with their WSRC or BSRI HR Representative or HR Service Center.

Eligible employees who decide to accept the 1996 ERI should contact their WSRC or BSRI HR Representative or HR Service Center to verify eligibility and to file acceptance forms. All



employees accepting the 1996 Early Retirement Incentive Program must also execute the General Release and Waiver form, which is included with this package on June 13, 1996 by 5:00 p.m. Employees electing the 1996 ERI are expected to remain on the rolls only through the month in which they become retirement eligible (June, July, August or September). Retirement will become effective the first day of the following month.

Keep in mind that this program is completely voluntary. Because there is a limited window in which to decide whether or not to accept the 1996 ERI, it's important that all eligible employees carefully review the program details included in this mailing. In addition, eligible employees and their spouses may attend informational meetings concerning this ERI. A schedule of these meetings is enclosed. It is also recommended that eligible employees consult financial planning professionals of their choice, as well as the Social Security Administration to ask for a "Request for Earnings and Benefit Estimate Statement." Eligible employees also may wish to consult legal counsel regarding their decision whether to participate in the ERI.

To aid in the individual decision making process, we have requested unreduced WSRC/BSRI pension estimates for all eligible employees under this Early Retirement Incentive program. These estimates will be available for eligible employees at the informational meetings, or may be requested in advance from Benefits Administration (4-6212). Remember, the estimate is only that -- an estimate. It is based on earnings through December 31, 1995. Final pension calculations for those who elect to accept the 1996 ERI will include all 1996 earnings through the actual date of retirement.

We have also requested Westinghouse Electric Corporation Pension Plan estimates for transferred WEC employees eligible for the WSRC 1996 ERI. These estimates will be provided at the informational meetings. Please remember that the 1996 ERI benefits of additional years of age and eligibility service apply only to the WSRC/BSRI Pension Plan, and will not be applied to any other pension estimate. Employees who may also be eligible for vested or immediate pension payments from another company or WEC affiliate should contact that organization or its plan administrator directly to request benefit estimates.

For additional guidance on pension related issues, refer to the Pension Booklet in your Employee Benefits Handbook.

Westinghouse Savannah River Company  
Bechtel Savannah River, Inc.

ACCEPTANCE OF  
1996 EARLY RETIREMENT INCENTIVE PROGRAM

I understand that the following terms and conditions represent an Early Retirement Incentive that is being offered by WSRC and BSRI. With full understanding, I hereby accept the 1996 Early Retirement Incentive offered and elect to retire effective the first day following the month in which I first become eligible.

Terms and Conditions:

- Eligibility is based on terms specified in the 1996 ERI program description. Your eligibility to participate in the ERI program is conditioned upon your execution of the attached General Release and Waiver on June 13, 1996 by 5:00 p.m.
- Calculation of a pension benefit includes three additional years of eligibility service plus three additional years of age, and is applicable only to the WSRC/BSRI Pension Plan.
- Eligibility for income leveling supplement, as defined in the WSRC/BSRI Pension Plan, is based on actual age of employee at retirement. (Not eligible after age 62.)
- In order to participate in the ERI program, you must sign this form and return it to your Division HR Representative or HR Service Center during the open window period beginning at 8:00 a.m., on April 29, 1996, and ending at 5:00 p.m., on June 13, 1996. Employees who submit an acceptance form have the opportunity to withdraw their acceptance by submitting the rescission form while the window is open. After the window closes, and you have signed the waiver, you may rescind this form, and your participation in this program, between 5:00 p.m. on June 13, 1996, and 5:00 p.m. on June 20, 1996. However, after the window closes at 5:00 p.m., on June 13, 1996, the 1996 Early Retirement Incentive Program will no longer be available.
- Acceptance of the 1996 Early Retirement Incentive requires full completion of the appropriate section below including signatures by the employee and the employee's WSRC or BSRI HR Representative or HR Service Center Representative.
- Acceptance forms submitted, and not rescinded, by the eligible employee during the open window period or the seven-day rescission period, become final and binding after 5:00 p.m., June 20, 1996.

ACCEPTANCE:

Employee Name (Please Print ): \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Employee Signature: \_\_\_\_\_ Date \_\_\_\_\_

WSRC or BSRI Human Resources  
Representative Signature: \_\_\_\_\_ Date \_\_\_\_\_

Distribution of Copies:

HR Benefits, 992 - 3W (original)

Westinghouse Savannah River Company  
Bechtel Savannah River, Inc.

REJECTION OF  
1996 EARLY RETIREMENT INCENTIVE PROGRAM

I have read and understand the terms and conditions of the 1996 Early Retirement Incentive Program offered by WSRC and BSRI. With full understanding, I hereby decline to participate and reject the 1996 Early Retirement Incentive offered.

REJECTION:

Employee Name (Please Print ): \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Employee Signature: \_\_\_\_\_ Date \_\_\_\_\_

WSRC or BSRI Human Resources  
Representative Signature: \_\_\_\_\_ Date \_\_\_\_\_

Distribution of Copies:

HR Benefits, 992 - 3W (original)  
Division HR Representative (copy)  
Employee (copy)

WSRC & BSRI  
EARLY RETIREMENT INCENTIVE  
GENERAL RELEASE AND WAIVER

This Early Retirement Incentive Program, General Release and Waiver ("Agreement") is entered into by and between \_\_\_\_\_ ("Employee") and Westinghouse Savannah River Company or Bechtel Savannah River Incorporated ("Employer"), as part of Employee's voluntary election to terminate employment with the Employer.

IN EXCHANGE FOR THE PROMISES SET FORTH BELOW, THE PARTIES AGREE AS FOLLOWS:

1. Employee voluntarily terminates his/her employment with Employer effective \_\_\_\_\_, 1996. Employee agrees not to seek employment with or become employed at the Savannah River Site by the Employer or any other future or current contractor or subcontractor at the Site for a period of one year from the date of Employee's resignation. This includes but is not limited to temporary employment service contracts, general task order assignments, indefinite quantity contracts, basic ordering agreements, and consultant contracts. However, this does not preclude Employee from employment with a company providing supplies, equipment, materials, commodities or services to the Site under a fixed-price contract or purchase order.
2. Employee agrees that the Employer has no obligation to reemploy Employee in the future, and Employee waives any recall, rehire, or rehire preference rights, such as those that may arise under Section 3161 of the National Defense Authorization Act for Fiscal Year 1993. Employee agrees to perform all steps required by Employer's policies and procedures at the separation of his/her employment.
3. Except as set forth in paragraph 4 below, Employee, on behalf of himself/herself and any person or entity entitled to sue on Employee's behalf, waives and releases Employer, its parents, subsidiaries, and affiliates, the Department of Energy, and their employees, officers, directors, shareholders, agents, and successors from any causes of action or claims, whether known or unknown, that arise out of the Employee's resignation and separation of employment with Employer and any causes of action or claims that arise out of Employee's employment with Employer, up to and including the date of Employee's resignation, under any federal, state or local law, including but not limited to the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act of 1990, Title VII of the 1964 Civil Rights Act, the Equal Pay Act, the Family and Medical Leave Act, the Employee Retirement Income Security Act, and the Americans with Disabilities Act, or applicable state or local law. Employee will not assert any claim or cause of action released under this agreement in any administrative or judicial proceeding.
4. HOWEVER, employee does not waive:
  - (i) any causes of action or claims that arise out of Employee's employment with Employer, up to and including the date of Employee's resignation, that have been asserted in writing and filed with the appropriate agency or court prior to April 29, 1996,
  - (ii) any rights or claims that may arise after the date this Agreement is executed,
  - (iii) any claims relating to pension or retiree health benefits that currently may be accrued under the Company's standard retirement program,
  - (iv) any claims under applicable state worker's compensation laws, or

- (v) any claims for occupational injuries or illnesses arising from Employee's employment with Employer that are not known or reasonably knowable by the Employee at the time of the execution of this Agreement.
5. In exchange for Employee's voluntary separation and execution of this Agreement, Employer will give Employee the consideration and benefits outlined in the description attached to this Agreement, titled the "1996 WSRC & BSRI Early Retirement Incentive Program Description."
6. If Employee becomes employed as prohibited in paragraph 1 or otherwise violates any provision of this Agreement, then, in addition to any other remedies Employer has under this Agreement, Employer may require Employee to repay payments or other benefits under this Agreement, and Employee agrees to such repayment.
7. Employee has been advised to consider this Agreement and to consult with an attorney of his/her choice, and Employee has had the opportunity to do so. Employee has had the right to consider this Agreement for a period of at least forty-five (45) days prior to entering into this agreement. Employee has the right to revoke this Agreement for a period of seven (7) days following execution of this agreement by giving written notice to his/her Human Resources representative. If Employee revokes the Agreement, it shall not be effective and enforceable and Employee will not receive any of the benefits described in paragraph 5. Employee has read and understands the terms and contents of this Agreement, and Employee freely, voluntarily, and without coercion enters into this Agreement and agrees to be bound by its terms.
8. This Agreement constitutes the entire understanding and agreement of Employee and Employer and can only be modified in writing agreed to by both parties.
9. Employee has received all of the information required to be disclosed in these circumstances under the Age Discrimination in Employment Act regarding who is covered by the Program, the eligibility factors, the time limits of the Program, the ages and job titles of everyone eligible for the Program, and the ages of ineligible employees in the same job classification or organizational unit.

PLEASE READ THIS AGREEMENT CAREFULLY. IT CONTAINS A RELEASE OF KNOWN AND UNKNOWN CLAIMS AS DESCRIBED IN PARAGRAPH 3, ABOVE, SUBJECT TO THE LIMITATIONS EXPRESSLY SET FORTH IN PARAGRAPH 4.

Agreed to:

\_\_\_\_\_  
Employee Name (Please Print)

\_\_\_\_\_  
Employee Signature / Date

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
WSRC or BSRI Human Resources Representative Signature / Date

Westinghouse Savannah River Company  
Bechtel Savannah River, Inc.

RESCISSION OF ACCEPTANCE OF  
1996 EARLY RETIREMENT INCENTIVE PROGRAM

I have read and understand the terms and conditions of the 1996 Early Retirement Incentive Program offered by WSRC and BSRI. With full understanding, I hereby rescind my submitted Acceptance of 1996 Early Retirement Incentive Program form and reject the 1996 Early Retirement Incentive offer.

RESCISSION:

Employee Name (Please Print ): \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Employee Signature: \_\_\_\_\_ Date \_\_\_\_\_

WSRC or BSRI Human Resources  
Representative Signature: \_\_\_\_\_ Date \_\_\_\_\_

Distribution of Copies:

HR Benefits, 992 - 3W (original)  
Division HR Representative (copy)  
Employee (copy)

## **1996 WSRC & BSRI EARLY RETIREMENT INCENTIVE GENERAL INFORMATION MEETINGS**

As a full-service employee who is eligible for the Early Retirement Incentive (ERI), you and your spouse are invited to attend a group information session where the offer, as it applies to you, will be discussed in detail. Your personalized estimate for an unreduced pension will be provided at the meeting. If you requested and received your estimate earlier, please bring it with you.

The meetings are completely voluntary and designed to help you learn about the 1996 ERI, evaluate the offer and decide whether or not it meets your individual needs. You will also have the opportunity to ask questions.

Representatives from Human Resources Benefits Administration and the Social Security Administration will be present to discuss their individual areas and answer your questions.

In addition to a complete review of the ERI, general topics of interest to be discussed will include:

- Pension Benefits
- Income Leveling
- Survivor Benefits
- Life Insurance Options
- Savings and Investment Plan Options
- Medical and Dental Coverage
- Social Security Benefits

To keep the sessions to a manageable size, four meeting dates are being offered. Please try to attend one of the sessions that corresponds to the first letter of your last name.

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### **LOCATION:**

The SRS Resource Center (old K Mart building)  
Conference Room A-3  
U. S. Hwy 1  
Aiken, SC

### **MEETING DATES AND TIMES:**

SESSION 1 (Last name beginning with A-L)  
Tuesday, April 30, 1996  
6:00 p.m. to 8:00 p.m.

SESSION 2 (Last name beginning with M-Z)  
Thursday, May 2, 1996  
6:00 p.m. to 8:00 p.m.

SESSION 3 (Last name beginning with A-L)  
Tuesday, May 7, 1996  
6:00 p.m. to 8:00 p.m.

SESSION 4 (Last name beginning with M-Z)  
Thursday, May 9, 1996  
6:00 p.m. to 8:00 p.m.

## HUMAN RESOURCES CONTACTS 1996 EARLY RETIREMENT INCENTIVE PROGRAM

These WSRC and BSRI Human Resource Representative are available to assist with your needs relative to the 1996 Early Retirement Incentive.

### WESTINGHOUSE SAVANNAH RIVER COMPANY

#### I. Production Divisions

Facility / Organization	HR Representatives	Location	Telephone
Production Service Center	Carol Barry, Mgr.	742-7G	8-1489
	Ned Baynham	742-7G	8-1406
	Pat Glazener	742-7G	8-1680
	Levi Green	742-7G	8-0149
	Lorrie Lott	742-7G	8-1448
	Randy Yonce	742-7G	8-0170
HLW	Dan Overall, Lead	719-4A	5-7667
	Robert Moody	704-S	8-6048
	Mike Rucker	703-H	8-8897
NMSP	Bill Sokolo, Lead	703-F	2-3889
	Kirk Pitts	717-F	2-4539
	Sharion Rabb	704-2H	2-2652
SWER	Aleta Chancey, Lead	730-2B	2-6831
DP	Jennifer Jolley, Lead	235-H	8-1766
EF & RFSP	Willie Bell, Lead	704-C	7-9104



## HUMAN RESOURCES CONTACTS 1996 EARLY RETIREMENT INCENTIVE PROGRAM

### WESTINGHOUSE SAVANNAH RIVER COMPANY (cont.)

#### II. Technical Divisions

<u>Facility / Organization</u>	<u>HR Representatives</u>	<u>Location</u>	<u>Telephone</u>
Technical Service Center	Cheryl Cerminara, Mgr.	730-B	2-8152
	Chris Holloway	730-B	2-8378
	Beatrice Scott	730-B	2-8219
SRTC	Debra Muehlfeld, Lead	773-A	5-3853
	Machell Mims	773-A	5-3731
E & CSD	Charlie Malarkey, Lead	730-B	2-7252
	Pam R. Smith	730-B	2-7270
ESH & QA	Gwen Williams, Lead	730-4B	2-6273
	Judi Stewart	730-4B	2-6322

#### III. Administrative Divisions

<u>Facility / Organization</u>	<u>HR Representatives</u>	<u>Location</u>	<u>Telephone</u>
Administrative Service Center	Dan Lloyd, Mgr.	719-4A	5-3837
	Eva Manigault	719-4A	5-2693
	Patty Nix	719-4A	5-2699
	Bill Robinson	719-4A	5-1097
	Diane Whitmire	719-4A	5-8751
A&ID	Dave Hollan, Lead	703-A	5-4805
	Linda Rudd, Lead	719-4A	5-4884
	Rebecca Drennan	719-4A	5-3908
G&A (PR, PDI, HR, CFOD, COD)	Jan Daniels, Lead	719-4A	5-3753
G&A (SS&ES, IOD, OTA, GCO)	Ted Myers, Lead	719-4A	5-4053

## HUMAN RESOURCES CONTACTS 1996 EARLY RETIREMENT INCENTIVE PROGRAM

### BECHTEL SAVANNAH RIVER, INC.

Facility / Organization	HR Representatives	Location	Telephone
Construction/Start-up	Bob Bills	704-N	7-5670
	Patti Williamson	704-N	7-4100
INWP/CSD/Project Controls/ Procurement/QA	Ed Steiner	730-1B	2-9477
	Ann Martin	730-1B	2-9488
	Roz Reese	730-1B	2-9467
Non-Exempt Administration	Georgia Smith	992-3W	4-6335
Human Resources	Susan Elkins	992-3W	4-6375
	Bunny Hink	992-3W	4-6514
<hr/> BSRI CRAFT WORKFORCE RESTRUCTURING INFORMATION CENTER <hr/>			
	Linda Harris	719-5N	7-4781
	Joan Harmon	719-5N	7-5673

### WSRC & BSRI INFORMATION CENTER

WSRC & BSRI WORKFORCE RESTRUCTURING INFORMATION CENTER LINES:	4-6200, 4-6264, 4-6276, 4-6231
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ATTACHMENT 7:

1996 WSRC & BSRI  
Voluntary Separation Package



Westinghouse  
Savannah River Company

P.O. Box 616  
Aiken, SC 29802

HRD-96-0037

May 3, 1996

TO: ALL WSRC & BSRI EMPLOYEES

WSRC & BSRI VOLUNTARY SEPARATION PROGRAM (U)

In order to better facilitate the 1996 Workforce Restructuring process, the Department of Energy has recently announced the approval of a targeted Voluntary Separation Program (VSP), which will be open for application to eligible employees.

With continued downsizing since 1993, Westinghouse Savannah River Company (WSRC) and Bechtel Savannah River, Inc. (BSRI) must take steps to maintain the integrity of the critical skills and core competencies required to safely and responsibly operate the Savannah River Site. As a result, participation in the 1996 VSP will be carefully managed and will carry restrictions for applicants.

The site population has been segmented into job skill categories based on current work assignments, and a workforce analysis has been conducted to determine where skill levels are expected to exceed company-wide requirements or division-specific requirements. Eligibility for VSP participation will be confined to these categories and will be capped at the appropriate levels (Attachment 1). The results of the Early Retirement Incentive Program and changes in programmatic needs may require adjustments in the skill categories and will be capped at the appropriate levels who may participate within any selected skill category. Therefore, please keep in mind that the number of employees who may participate within any selected skill category is subject to change. Participation in the program may be denied by WSRC and BSRI when the loss of that competency or skill would adversely affect Site operations. This package is being sent to all WSRC and BSRI employees. To verify your eligibility to apply for this program, please contact your manager.

**Exempt Employee Eligibility**

In most cases, exempt employee eligibility to participate in the VSP will be determined based on the total number of employees in WSRC or BSRI in a given skill category. However, there are a small number of exempt employees whose eligibility to participate in the VSP has been determined based on division-specific requirements. Attachment 1 lists both the WSRC and BSRI limits and the division limits for exempt skill categories. In both cases, an exempt employee who falls into one of the eligible categories may submit an application for the VSP. However, the fixed number, or "cap," for each skill category will ultimately determine the number of eligible applicants who are actually approved for voluntary separation under this program. If a larger number of employees apply for the VSP than a cap allows, a random selection process (lottery) will be used to identify which applicants will be able to leave under the VSP. For this reason, no VSP applications will be approved before the close of the program window.

**Nonexempt Employee Eligibility**

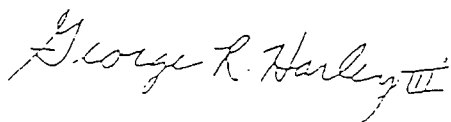
In all cases, nonexempt employee eligibility to participate in the VSP will be determined at the WSRC and BSRI level based on the total number of employees in a given seniority

unit. Attachment 1, page 2 lists the WSRC and BSRI caps for eligible seniority units. Any nonexempt employee who falls into one of the eligible seniority units may submit an application for the VSP. However, the cap for each seniority unit will ultimately determine the number of applicants who are actually approved for voluntary separation under this program. If a larger number of employees in a seniority unit apply for the VSP than the cap allows, preference will be given to the most senior applicants (site seniority within their seniority unit) to voluntarily separate under this program.

Participation, if approved, is strictly voluntary. Applicants may submit their VSP applications during the open window period, beginning at 8:00 a.m. on May 6, 1996, and continuing through 5:00 p.m. on June 20, 1996. No applications will be accepted after 5:00 p.m., June 20, 1996. Employees who have applied to participate in the VSP will be required to call on June 21 to learn whether their application has been approved. All employees who are notified on June 21 that their application for the 1996 VSP has been approved must sign the General Release and Waiver Form and Acceptance Form at the Resource Center on June 21, 1996 before 5:00 p.m. if they plan to accept the VSP. Further details will be communicated regarding this process. After the window closes and after you have been approved and have signed the waiver, you may withdraw from this program by submitting the rescission form between the time the waiver is signed on June 21, 1996 and 5:00 p.m. on June 28, 1996. Application forms and waivers signed and filed but not rescinded during the seven-day rescission period will become final and binding after 5:00 p.m., June 28, 1996. A listing of HR contacts, Service Centers, Workforce Restructuring Information Center phone numbers and where to submit completed applications is contained in Attachment 2.

Employees eligible to participate in the Early Retirement Incentive program and to apply to participate in the VSP cannot apply for both programs. Because both the number and nature of the slots available for participation in the VSP will depend on the results of the ERI, there will be no way of knowing who will be approved for the VSP until after the ERI and VSP has closed. No information will be given to employees regarding the level of applications for the VSP or the likelihood of a random selection process (lottery) or seniority being used to determine approvals for the VSP until after the VSP window has closed and the employees have received official notification of their approval or rejection of their VSP application from Human Resources.

A summary of employee benefits available under the VSP is provided in Attachment 3, which you should read carefully. Employees who are eligible to apply for the VSP may also be eligible for Early Retirement under the WSRC/BSRI Pension Plan. Eligibility details and how to submit a request for a "retirement estimate" are outlined in Attachment 3. Should you have additional questions concerning your individual circumstances, please contact your Human Resources Representative or the HR Service Center in your area. The Workforce Restructuring Information Center will continue to receive calls between the hours of 8:30 a.m. and 4:30 p.m. Monday through Friday.



George R. Harley III, Director  
Human Resources

### DIVISION LEVEL ELIGIBILITY - EXEMPT

In addition to the company level categories, the following are division-specific categories and caps

	PR*	E&CSD*	A&ID*	ESH&QA*	HLWM*	SS&ES*	CAP
GENERAL ENGINEERS		1	4		1		6
SPECIALISTS	3		19	10	4	1	37
OPERATIONS SPECIALISTS					8		8

### SENIORITY UNIT ELIGIBILITY - NONEXEMPT - WSRC

	CAP
CLERICAL	23
DRAFTER	13
OPERATIONS TECHNICIAN	10
POWER	7
MOBILE EQUIPMENT	6
RIGGING	4
E&I	4
MEDICAL	3
MATERIAL PROCESSING	2
EQUIPMENT REPAIR	1
INDUSTRIAL HYGIENE	1

### SENIORITY UNIT ELIGIBILITY - NONEXEMPT - BSRI

	CAP
CLERICAL	11
SURVEYOR	2
COMPUTER SYSTEMS	1
CONSTRUCTION TECHNICIAN	1

\*PR = Public Relations

E&CSD = Engineering & Construction Services Division

A&ID = Administration & Infrastructure Division

ESH&QA = Environmental, Safety, Health & Quality Assurance Division

HLWM = High Level Waste Management Division

SS&ES = Safeguards, Security, & Emergency Services Division

## HUMAN RESOURCES CONTACTS FY 1996 VOLUNTARY SEPARATION PROGRAM

These WSRC and BSRI Human Resource Representatives are available to assist with your needs relative to the FY 1996 Voluntary Separation Program.

### WESTINGHOUSE SAVANNAH RIVER COMPANY

#### I. Production Divisions

<u>Facility / Organization</u>	<u>HR Representatives</u>	<u>Location</u>	<u>Telephone</u>
Production Service Center	Carol Barry, Mgr.	742-7G	8-1489
	Ned Baynham	742-7G	8-1406
	Pat Glazener	742-7G	8-1680
	Levi Green	742-7G	8-0149
	Lorrie Lott	742-7G	8-1448
	Randy Yonce	742-7G	8-0170
HLW	Dan Overall, Lead	719-4A	5-7667
	Robert Moody	704-S	8-6048
	Mike Rucker	703-H	8-8897
NMSP	Bill Sokolo, Lead	703-F	2-3889
	Kirk Pitts	717-F	2-4539
	Sharion Rabb	704-2H	2-2652
SWER	Aleta Chancey, Lead	730-2B	2-6831
DP	Jennifer Jolley, Lead	235-H	8-1766
EF & RFSP	Willie Bell, Lead	704-C	7-9104

Note: For the Production divisions, all VSP applications should be submitted to the Production Service Center.

## HUMAN RESOURCES CONTACTS FY1996 VOLUNTARY SEPARATION PROGRAM

### WESTINGHOUSE SAVANNAH RIVER COMPANY (cont.)

#### II. Technical Divisions

<u>Facility / Organization</u>	<u>HR Representatives</u>	<u>Location</u>	<u>Telephone</u>
Technical Service Center	Cheryl Cerminara, Mgr.	730-B	2-8152
	Chris Holloway	730-B	2-8378
	Beatrice Scott	730-B	2-8219
SRTC	Debra Muehlfeld, Lead	773-A	5-3853
	Machell Mims	773-A	5-3731
E & CSD	Charlie Malarkey, Lead	730-B	2-7252
	Pam R. Smith	730-B	2-7270
ESH & QA	Gwen Williams, Lead	730-4B	2-6273
	Judi Stewart	730-4B	2-6322

Note: For the Technical divisions, all VSP applications should be submitted to the HR Division Lead.

#### III. Administrative Divisions

<u>Facility / Organization</u>	<u>HR Representatives</u>	<u>Location</u>	<u>Telephone</u>
Administrative Service Center	Dan Lloyd, Mgr.	719-4A	5-3837
	Eva Manigault	719-4A	5-2693
	Patty Nix	719-4A	5-2699
	Bill Robinson	719-4A	5-1097
	Diane Whitmire	719-4A	5-8751
A&ID	Dave Hollan, Lead	703-A	5-4805
	Linda Rudd, Lead	719-4A	5-4884
	Rebecca Drennan	719-4A	5-3908
G&A (PR, PDI, HR, CFOD, COD)	Jan Daniels, Lead	719-4A	5-3753
G&A (SS&ES, IOD, OTA, GCO)	Ted Myers, Lead	719-4A	5-4053

Note: For the Administrative divisions, all VSP applications should be submitted to the Administrative Service Center.



# HUMAN RESOURCES CONTACTS FY1996 VOLUNTARY SEPARATION PROGRAM

## BECHTEL SAVANNAH RIVER, INC.

Facility / Organization	HR Representatives	Location	Telephone
Construction/Start-up	Bob Bills	704-N	7-5670
	Patti Williamson	704-N	7-4100
INWP/CSD/Project Controls/ Procurement/QA	Ed Steiner	730-1B	2-9477
	Ann Martin	730-1B	2-9488
	Roz Reese	730-1B	2-9467
Non-Exempt Administration	Georgia Smith	730-1B	2-9499
Human Resources	Susan Elkins	992-3W	4-6375
	Bunny Hink	992-3W	4-6514

## WSRC & BSRI INFORMATION CENTER

WSRC & BSRI WORKFORCE  
RESTRUCTURING INFORMATION CENTER LINES: 4-6200, 4-6264, 4-6276, 4-6231

## BSRI CRAFT WORKFORCE RESTRUCTURING INFORMATION CENTER

Linda Harris	719-5N	7-4781
Joan Harmon	719-5N	7-5673

## 1996 VSP General Announcement Package

Check the attachments carefully against this list to make sure that all materials are included. Missing information sheets can be obtained by calling your WSRC or BSRI Human Resources Representative, HR Service Center, or the Workforce Restructuring Information Center (4-6200; 4-6264; 4-6276; or 4-6231).

You should have:

- Attachment 1: VSP Eligible Job Skill Categories
- Attachment 2: Human Resources Contacts
- Attachment 3: VSP Benefits Appendix
- VSP Application Form
- VSP General Release and Waiver
- VSP Census Data
- VSP Acceptance Form
- VSP Rescission Form

## VSP ELIGIBLE TARGETED POSITIONS

WSRC and BSRI are offering a Voluntary Separation Program (VSP) to employees in selected job categories, with a limitation on the number of employees within the selected categories who may elect this program. The results of the Early Retirement Incentive program and changes in programmatic needs may require adjustments in the skill categories or the number of employees who may participate within any selected skill category. Therefore, please keep in mind that the caps are subject to change. PARTICIPATION IN THE PROGRAM MAY BE DENIED BY WSRC AND BSRI WHEN THE LOSS OF THAT COMPETENCY OR SKILL WOULD ADVERSELY AFFECT SITE OPERATIONS. Exclusion from participation in the program is not a guarantee of future employment. To verify your eligibility to apply for this program, please contact your manager.

WSRC AND BSRI (COMPANY LEVEL) ELIGIBILITY - EXEMPT	
	CAP
CONSTRUCTION PROFESSIONALS	150
MANAGERS (a)	100
DESIGN ENGINEERS	82
OTHER PROFESSIONALS (c)	75
CONFIGURATION ENGINEERS	35
QA ENGINEERS	20
PLANNERS/SCHEDULERS	21
PROJECT CONTROL ENGINEERS	16
STARTUP ENGINEERS	16
FIRST LINE SUPERVISORS (FLS) (b)	13
HUMAN RESOURCE PROFESSIONALS	11
WORK CONTROL SPECIALISTS	10
PROCUREMENT PROFESSIONALS	8
PROJECT ENGINEERS	7
PROJECT MANAGEMENT ENGINEERS	7
FINANCE / ACCOUNTING PROFESSIONALS	6
FIRE PROTECTION PROFESSIONALS	5
ADMINISTRATIVE ASSISTANTS	5
PROCEDURE WRITERS	4
MAINTENANCE SPECIALISTS	3
PROGRAM SUPPORT	2
PHYSICIANS	2
MATERIAL CONTROL SPECIALISTS	2
ADMINISTRATIVE ADVISORS	1
INVENTORY ANALYSTS	1
MEDICAL PROFESSIONALS	1
INVENTORY CONTROL PROFESSIONALS	1
SECURITY SPECIALIST PROFESSIONALS	1
ESTIMATORS	1

(a) Operations Shift Managers and Environmental Restoration Technical Scope Managers are not eligible.

(b) FLS-Operations and FLS-Radcon are not eligible.

(c) Other Professionals includes but is not limited to the following categories: Emergency Planning Professionals, Record Management Professionals, TQ Professionals, Analysis/Plan/Stuff, ALARA Team Leaders, Expeditors, Paralegal, Technical Editors/Writers, Property Management, Chemical Coordinators, CONOPS, SIRIM Coordinators, Technical Specialists, Cost Control Specialists, Information/Publications, Waste Program Support, Cost Engineers, Design Agency Liaison, Asset Management Specialists and QA - Specialists

BENEFITS APPENDIX  
TO THE  
1996 WSRC & BSRI VOLUNTARY SEPARATION PROGRAM

To accomplish the reductions outlined in the Department of Energy Savannah River Site Draft FY1996 Amendment to the FY 1995 Worker Transition and Community Assistance Plan, employees who are approved by WSRC and BSRI management for voluntary separation will be offered various benefits described below.

WSRC and BSRI employees eligible to apply for the 1996 Voluntary Separation Program (VSP) must submit a VSP application form to their Human Resource Representative within the *open window period* which begins at 8 a.m., May 6, 1996, and ends at 5:00 p.m., June 20, 1996. Here are some key points:

- -The 1996 Voluntary Separation Program is a one-time offer.
- - Approved employees must execute the General Release & Waiver Form on June 21, 1996.
- Approved applications may be rescinded by the applicant between the time the waiver is signed on June 21 and 5 p.m. June 28, 1996 by completing and submitting the Rescission of Acceptance of 1996 Voluntary Separation Program form.
- If approved, your decision to voluntarily separate becomes irrevocable after 5:00 p.m., June 28, 1996, if not previously rescinded.
- Out-processing and termination for all approved voluntary separations must be completed by June 28, 1996.

VOLUNTARY SEPARATION PAY

- Voluntary Separation Pay: This Voluntary Separation Program, which is offered to WSRC and BSRI employees in targeted positions, will provide two weeks of base pay for each full year of eligibility service up to a maximum of 26 years of service. Employees who accepted severance pay from Du Pont on April 1, 1989 (calculated based on service through September 30, 1985) will receive two weeks of base pay for each full year of credited service up to a maximum of ten years of service. Employees who retired from Du Pont on March 31, 1989 and were rehired by WSRC or BSRI will receive two weeks of base pay for each full year of service up to a maximum of seven years of eligibility service.
- Voluntary separation pay and unused vacation allowance are classified as supplemental wages and will be subject to a flat 28% federal income withholding tax, a 7% SC state income withholding tax and a 7.65% FICA withholding tax.
- Voluntary separation pay will be paid within 30 days of June 30, 1996, and is subject to deductions for FICA tax (7.65%), federal income tax (28%), and state income tax (7%).
- Unused vacation allowance will be paid within 30 days of employee's termination date and is subject to deductions for FICA tax (7.65%), federal income tax (28%), and state income tax (7%).

## MEDICAL BENEFITS

WSRC and BSRI employees voluntarily separated (who are not retiring with 15 or more years of Eligibility Service with WSRC or BSRI) have three options for continuing medical coverage, other than for dental or vision care. You must elect one of the following options:

### Option 1: DOE Displaced Workers Health Benefit (DWHB) Program

- Provides Health Choice Medical Coverage option -- Prime, Standard or Basic -- you were enrolled in while you were an active employee:

- First twelve months: Employee pays the active employee premium rate (listed below) during the first year following termination of employment. (For voluntarily separated employees, the official termination date will be June 30, 1996.) Rates are subject to change annually beginning January 1, 1997.

Employee premiums are to be submitted monthly by personal check to Aetna. Employees will be sent invoices by Aetna's billing unit in Hartford, CT. The effective date for extended benefits coverage under DWHB will be the first day following termination of active employee coverage and requires a full monthly premium payment (rather than pro-rata for any mid-month effective dates). Be prepared to render your first payment on the date you out-process.

Health Choice Medical Coverage Monthly Premium Rates in effect now through 12/31/96 are as follows:

1996 Rates	Prime	Standard	Basic
Individual	\$34.00	\$2.00	\$0.00
Two person	\$74.00	\$14.00	\$0.00
Family	\$113.00	\$32.00	\$0.00

1997 rates have not yet been determined.

- Second twelve months: Employee pays half of the COBRA rate the second year (13th month through 24th month, following termination of employment). The COBRA rate is 102 percent of the total premium cost of the plan (including employer and employee shares). At this point in time, we do not know the full COBRA rates for 1997 and beyond.

- Twenty-fifth month and after: Employee pays full COBRA rate during the third and subsequent years (starting the 25th month following termination of employment). COBRA rates are reviewed and revised each calendar year.

If the separated employee's premiums are not received by Aetna by their due dates, coverage will terminate effective to the last premium payment period and cannot later be reinstated.

Coordination of benefits does not apply since employees and their dependents are not eligible for extended medical coverage under DWHB if they are, or become, eligible for coverage elsewhere (including through Medicare).

You and your dependents are no longer eligible for extended medical coverage under DWHB when you become ELIGIBLE for medical benefits from another plan. However, coverage under DWHB can continue during a required waiting period (if applicable) for new coverage to begin since you are not yet eligible for benefits from another plan. For example, if you take a new job that offers medical benefits that become effective 30 days after your new job begins, you can continue your DWHB extended medical coverage during the 30-day wait.

Consistent with WSRC and BSRI practice under the DWHB, if you are eligible for coverage from another employer, but that employer's coverage contains a pre-existing condition limitation or exclusion, you will continue to receive coverage for the pre-existing condition under the extended medical coverage under DWHB until the pre-existing condition limitation or exclusion period is satisfied. Claims should be filed with the other employer's insurance plan first. Then an Explanation of Benefits from the other employer's plan (showing the benefits coverage limitation or exclusion for the pre-existing condition) should be filed with the WSRC and BSRI Plan Administrator (Aetna).

Eligible participants include only those dependents who were covered under the WSRC and BSRI medical plan immediately prior to termination of active employee coverage. Dependents can be covered without the employee being covered, if the dependent is not ELIGIBLE for coverage under another plan. For example, if a terminating employee is age 65 (or older) and eligible for Medicare (and therefore not eligible for extended medical coverage under DWHB) and the employee has a spouse who is age 62 (who is not eligible for coverage under another employer or through Medicare), then only the spouse is eligible for coverage under DWHB and the single person rate would be applied.

You can add or delete dependents to your extended medical coverage under DWHB with a "qualifying event" provided you notify Aetna's Hartford Administration Unit of your qualifying event/request for change no more than 60 days after the qualifying event occurs. Information about typical qualifying events is contained in the Employee Benefits Handbook, Benefits Overview Booklet, page 10.

Dependents who experience loss of eligibility for extended medical benefits coverage under DWHB due to a "subsequent qualifying event" (divorce, death of spouse, children no longer meeting the eligibility provisions of the plan) are eligible to continue extended medical benefits coverage under DWHB for a maximum of 36 months from the loss of WSRC and BSRI active employee coverage/termination of employment provided all of the following are met: (1) they were covered by the WSRC and BSRI medical benefits plan immediately prior to termination of active employee coverage, (2) they were continuously covered under extended medical coverage under DWHB, (3) the subsequent event occurred no more than 18 months from the loss of WSRC and BSRI active employee coverage/termination of employment, and (4) they provide Aetna's Hartford Administration Unit formal notification of the qualifying event/request for change no more than 60 days after the occurrence of the subsequent qualifying event.

#### Option 2: Normal COBRA Benefits

COBRA continuation coverage must be elected no more than 60 days after termination of employment. Enrollment will be in the same Medical Choice in which you were enrolled just prior to separation from WSRC or BSRI (Prime,

Standard or Basic Choice). The effective date of COBRA continuation coverage will be the date following the last pay period after separation (which is the date that insurance coverage as an active employee terminates).

The separated employee pays full COBRA rate monthly by personal check. Employees will be sent invoices by Aetna's billing unit in Hartford, CT. (Note: A full monthly premium payment will be required rather than a pro-rata amount for mid-month effective dates). Up to 18 months coverage is available as long as premium payments continue to be made to Aetna.

If coverage is not elected within 60 days after termination of employment and/or applicable premiums are not received by their due dates, coverage will terminate effective at the end of the last premium payment period and cannot later be reinstated.

When continuing medical coverage through COBRA, you may add or delete dependents only upon the occurrence of a "qualifying event." You may change your coverage option (for example, from Prime Choice to Standard Choice) to become effective at the beginning of the next calendar year. Further information about COBRA is contained in the Employee Benefits Handbook, General Information Booklet, page 10.

COBRA Medical Rates (1996) are as follows:

1996 Rates	Prime	Standard	Basic
One person	\$297.05	\$201.67	\$139.16
Two person	\$579.25	\$393.27	\$271.36
Family	\$742.63	\$504.20	\$347.89

COBRA rates are reviewed and revised each calendar year.

Option 3: No Coverage

Coverage terminates for claims incurred after termination (as of the last day of the pay period) without continued participation by payment of employee premiums under extended medical coverage under DWHB or by electing normal COBRA benefits.

#### WSRC and BSRI "Dual Couples" (Both Spouses Work for WSRC or BSRI)

Loss of your employment or your spouse's employment is considered a "qualifying event" for adding or deleting dependents from coverage under the WSRC and BSRI Health Choice Plans. Therefore, an employee who separates from WSRC or BSRI, whose spouse also works for WSRC or BSRI and is eligible for WSRC or BSRI Health Choice coverage, can be covered by their actively employed WSRC and BSRI spouse. The active employee will need to contact Benefits Administration at 644-6242 to obtain the necessary forms to add dependents (children and/or spouse) and to obtain instructions regarding information that needs to be submitted to move over "claim history" for deductibles, etc. Coverage must be elected to become effective on the day immediately following the pay period in which the employee separates from WSRC or BSRI.

employment (the "qualifying event"/"loss of spouse's employment"). Forms to add or delete dependents from coverage must be submitted by the active employee to (and received by) Benefits Administration no more than 60 days after termination of spouse's employment. With a "qualifying event," the active employee can add or delete dependents to the WSRC and BSRI Health Choice coverage options in which the active employee is currently enrolled, but cannot change his or her Health Choice medical, dental or vision coverage options.

### DENTAL BENEFITS

- Coverage for employee and eligible dependents can be obtained under COBRA at the separated employee's expense.
- COBRA continues the Dental Choice in which the employee was enrolled (Prime or Standard) just prior to separation.
- The separated employee pays full COBRA rate monthly by personal check to Aetna. Coverage must be elected to become effective immediately following the last pay period after separation or termination of employment. Up to 18 months of coverage is available with continued premium payments.
- The separated employee can add/delete dependents with a "qualifying event" when continuing dental coverage through COBRA. More information about COBRA is contained in the Employee Benefits Handbook, General Information Booklet, page 10.
- If coverage is not elected within 60 days after separation/termination of employment, or if applicable premiums are not received by Aetna by their due dates, coverage will be terminated effective with the last premium payment period and cannot later be reinstated.
- COBRA Dental Rates (1996) are as follows:

<u>1996 Rates</u>	<u>Prime</u>	<u>Standard</u>
One person	\$34.16	\$18.16
Two person	\$58.00	\$29.20
Family	\$80.35	\$39.54

COBRA rates are reviewed and revised each calendar year.

### VISION CARE BENEFITS

- If you were enrolled in the Vision Care Plan just prior to separation, COBRA continuation coverage is available at your expense for up to 18 months with continued premium payments. In the event the Vision Plan should change or be discontinued by WSRC and BSRI for its active employees, such changes would likewise affect WSRC and BSRI COBRA Vision Plan participants.
- If coverage is not elected within 60 days after separation or termination of employment, or if applicable premiums are not received by Aetna by their due



dates, coverage will be terminated effective with the last premium payment period and cannot later be reinstated.

COBRA Vision Rates (1996) are as follows:

One person	\$5.06
Two person	\$10.12
Family	\$15.66

COBRA rates are reviewed and revised each calendar year.

### FLEXIBLE SPENDING ACCOUNTS

If you are currently enrolled, you may elect to continue your Health Care Flexible Spending Account (FSA) participation and coverage under the provisions of COBRA. Your cost for continuing Health Care FSA participation through COBRA is 102 percent of the employee's active pre-tax contribution amount and is submitted to Aetna by personal check on a monthly basis. The tax advantages of continuing Health Care FSA participation are lost, but a separated employee may wish to continue participation in the Health Care FSA under the provisions of COBRA in order to be reimbursed for out-of-pocket medical expenses incurred after termination of employment so as not to forfeit FSA contribution balances accumulated prior to separation.

If you do not elect to continue your Health Care FSA participation through COBRA, your Health Care FSA will be terminated as of your termination of employment, and any FSA claims for out-of-pocket medical expenses incurred after your separation date will not be reimbursable by Aetna. However, you may still use the remaining balance of your Health Care FSA for eligible expenses which were incurred between January 1, 1996 and your termination date. To receive FSA reimbursement for your eligible health care expenses incurred prior to separation, you must submit a "Flexible Spending Account Health Care Reimbursement" form must be submitted to Aetna postmarked by April 15, 1997. By IRS rules, any reimbursement form postmarked after that date will not be eligible for reimbursement and contribution balances remaining in your Health Care Flexible Spending Account will be forfeited.

COBRA continuation coverage is not available for the Dependent Care FSA. Any out-of-pocket dependent care expenses incurred after the last day of the pay period in which separation occurs will not be reimbursable by Aetna.

Refer to page 15 of the Flexible Spending Accounts Booklet in your Employee Benefits Handbook for more information about FSA continuation.

### NON-CONTRIBUTORY LIFE INSURANCE

If you have completed between one and six years of Eligibility Service as of the date of your separation or termination of employment, your Non-Contributory Life Insurance coverage will continue for one year. If you have seven or more years of Eligibility Service as of the date of your separation or termination of employment, your coverage will continue for two months for every year of

Eligibility Service you earned with WSRC or BSRI, Westinghouse Electric Corporation, Bechtel Group Inc. or an affiliated entity of one of these corporations. If you return to work, your coverage will automatically be restored.

- WSRC and BSRI will pay the entire cost of the extended Non-Contributory Life Insurance coverage.
- Upon termination of your extended Non-Contributory Life Insurance coverage you may convert to an individual policy through Connecticut General Life Insurance Company (CIGNA). If you wish to convert your coverage, you must submit a conversion application to CIGNA within 31 days of the termination of your extended Non-Contributory Life Insurance coverage.

### CONTRIBUTORY LIFE INSURANCE

- If you have completed between one and six years of Eligibility Service as of the date of your separation or termination of employment, your Contributory Life Insurance coverage will continue for one year. If you have seven or more years of Eligibility Service as of the date of your separation or termination of employment, your coverage will continue for two months for every year of Eligibility Service you earned with WSRC or BSRI, Westinghouse Electric Corporation, Bechtel Group Inc. or an affiliated entity of one of these corporations. If you return to work before your extended coverage ends, your coverage will automatically be restored. To reapply, you must contact Benefits Administration within 60 days of your re-employment.
- WSRC and BSRI will pay the entire cost of the extended Contributory Life Insurance coverage.
- Upon termination of your extended Contributory Life Insurance coverage you may convert to an individual policy through Connecticut General Life Insurance Company (CIGNA). If you wish to convert your coverage, you must submit a conversion application to CIGNA within 31 days of the termination of your extended Contributory Life Insurance coverage.

### DEPENDENT LIFE INSURANCE

- Conversion to an individual policy for Non-Contributory, Contributory and Dependent Life is available through Connecticut General Life Insurance Company (CIGNA). The level of coverage may not exceed the level of coverage under the Company Plan you had for your dependents as an active employee. Cost of conversion to an ordinary life policy is determined by CIGNA according to the age of insured(s). The conversion coverage is considerably more expensive because it is not a continuation of the current WSRC and BSRI group term life insurance rates. However, the advantage offered by conversion is the guarantee of insurability at current coverage levels regardless of the health status of the insured(s).
- Application for an individual Dependent Life Insurance policy must be made to CIGNA within 31 days from the date coverage was terminated (see page 21 of the Life Insurance booklet in your Employee Benefits Handbook).

- Premiums must be paid by the employee/dependent directly to CIGNA. Additional information about conversion will be mailed to your home.

### ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

- Coverage ends on the last day of the month in which you separate or terminate employment with WSRC or BSRI. There are no conversion privileges.

### SAVINGS AND INVESTMENT PLAN

- Account Balance of \$3500 or less -- Separating employees must receive a full cash distribution of the vested account balance, which may be rolled over to an IRA or possibly another qualified retirement plan.
- Account Balance of more than \$3500 -- Separating employees may leave money in their account or receive a full distribution of the vested account balance. If employee chooses to leave money in the plan it can remain in any of the fund options and may be reallocated among the investment funds once a month. However no additional contributions may be made.
- Vesting -- Employees who have not met the three years of Eligibility Service vesting requirement at the time of termination, will nevertheless be automatically vested in company matching contributions and the earnings on those contributions.
- SIP Loan -- An outstanding loan balance must be repaid or it will be deemed a cash distribution.
- SIP Service Center -- Call the SIP Service Center at 1-800-360-2747 to determine specific termination and loan options.

### PENSION

- Vesting -- Employees electing the VSP will be vested if their service time, as of their last day worked, is equal to four years, plus 1,000 hours of compensated work. Also, employees who elect the VSP program and have five through nine years of service, will be eligible for a vested pension at age 65. Those who have 10 through 14 years of service, are eligible to receive a reduced pension when they reach age 60. Those who have 15 or more years of service, are eligible to receive a reduced pension when they have reached the age of 50. Employees who meet the minimum vesting requirements and whose vested pension has a present pension value of \$3,500 or less, will receive their calculated amount as a "cash out payment," which may be rolled over to an IRA or possibly another qualified retirement plan. See your Pension Plan booklet in the Employee Benefits Handbook for other important details.
- Pension -- If an employee is vested, he or she is entitled to an unreduced pension benefit from the plan at the normal retirement age of 65.

Early Retirement -- Employees who are eligible and elect the VSP may also be eligible for Early Retirement under the WSRC/BSRI Pension Plan (see page 3 of the Pension Plan booklet in your Employee Benefits Handbook). However, employees eligible to participate in either the VSP or 3+3 Early Retirement Incentive program cannot apply for both programs. If you are considering acceptance of the VSP and you are also eligible to retire as of June 30, 1996 under the following age and service criteria,

- Age equal to 50+
- Eligibility Service equal to 15+

you need to submit your request for a "retirement estimate" as soon as possible by calling one of the WSRC and BSRI Employee Workforce Restructuring Information Center lines: 644-6200, 644-6264, 644-6276, 644-6231. If under age 62, you may also choose Income Leveling to supplement your Early Retirement pension.

### EDUCATION AND TRAINING ASSISTANCE

Educational assistance will be made available to those eligible employees who are voluntarily separated due to workforce restructuring to cover tuition, fees, books, laboratory fees, or other required expenses for an approved course. The amount of assistance available is not to exceed \$10,000 over a four-year period, commencing immediately after separation from the respective employer. The educational assistance program will be structured to permit invoicing from and payment to the school or institution only. Students are required to satisfactorily complete the course work to continue to receive this benefit. If eligible separated employees are receiving financial assistance through other publicly funded sources, those funds have to be used prior to using this educational assistance benefit.

Eligible individuals must be enrolled at an educational institution that is regionally accredited or approved for Veterans Administration benefits. These disbursements are subject to applicable federal income and state income taxes, and FICA taxes. Educational assistance will be terminated if separated employee becomes employed with the DOE or one of its managing and operating contractors, or where employment with another employer results in eligibility for any form of educational assistance.

Company-Sponsored Training Assistance will be available to eligible voluntarily separated employees who may use the \$10,000 educational assistance benefit referenced above to obtain company-sponsored training through a new employer in the five-county region, provided the new employer provides continuous employment over a two-year time period.

### RELOCATION ASSISTANCE

Eligible employees who are voluntarily separated may be reimbursed for relocation expenses up to \$2,000, if they are hired to fill a position at another DOE, Westinghouse, Bechtel or Wackenhut location within one year from the date of separation, and if the hiring location's policies and practices do not cover all reasonable and allowable relocation expenses.

### EMPLOYEE ASSISTANCE PROGRAM (EAP)

WSRC's existing Employee Assistance Program (EAP) refers and provides professional and confidential counseling for WSRC and BSRI employees and their families regarding emotional difficulties, stress management, legal and financial management, marriage and family matters, and substance abuse. Available at the Resource Center, these services will be offered to all WSRC and BSRI full-service voluntarily separated employees and their families for up to 12 months after separation. EAP services will also be provided to subcontractor and DOE support service contractors at the Resource Center. Key features of this program are highlighted below:

- The program will communicate and coordinate with appropriate community service agencies to request resources, alert them to possible increases in requests for services, and otherwise inform them of potential changes in the community.
- Program counselors will counsel individuals and families in a private location at the Resource Center. Affected individuals will be referred to appropriate community services.
- A resource packet for affected employees will include financial management information, a description of EAP services, a directory of community and United Way resources, and other information on the free or reduced-cost services.

### RESOURCE CENTER

- Outplacement services will be made available to all voluntarily separated employees. The Resource Center is located on Richland Avenue in Aiken (former SRS Central Training Facility). Outplacement services will be provided to workers displaced due to workforce restructuring and fixed-price subcontracting initiatives. In addition, services provided for WSRC full-service employees and BSRI non-manual employees will include transition and career path counseling and innovative job search techniques.
- SRS will provide a facility with equipment and supplies for use by separated personnel at the Resource Center. Job fairs, as well as posting of separated employees' qualifications through various private, state and federal job bank networks will be provided. Resume books and other resources geared toward optimizing job opportunities will be available. The Resource Center staff will maintain an active communications network designed to keep separated employees aware of employment opportunities and will also maintain a close liaison with state employment and counseling agencies in the Central Savannah River Area. Services will be rendered on a daily basis during normal working hours.

### UNEMPLOYMENT COMPENSATION

- The South Carolina Employment Commission is responsible for determination of eligibility for unemployment compensation benefits.

WESTINGHOUSE SAVANNAH RIVER COMPANY  
BECHTEL SAVANNAH RIVER, INC.

APPLICATION FOR 1996 VOLUNTARY SEPARATION PROGRAM

I understand that the following terms and conditions represent a Voluntary Separation that is being offered by WSRC and BSRI, and hereby apply for the 1996 Voluntary Separation program with the intent to terminate employment effective June 28, 1996. In so applying, I acknowledge that my decision is voluntary and that I have been given sufficient time and information to consider the benefits of the Voluntary Separation Program.

Terms and Conditions

- This application is subject to approval by WSRC and BSRI management. Employees applying for the VSP will be required to call on June 21, 1996 to learn whether their application has been approved. All employees who are notified on June 21, 1996 that their application has been approved must then complete a separate Acceptance of 1996 Voluntary Separation Program form and sign a General Release And Waiver before 5:00 p.m. on June 21, 1996.
- This application for the 1996 Voluntary Separation Program must be received by the employee's Division Human Resources Manager/Representative or HR Service Center Representative during the open window period beginning at 8 a.m. on May 6, 1996 and ending at 5:00 p.m. on June 20, 1996. After 5:00 p.m. on June 20, 1996 this Voluntary Separation Program will no longer be available.
- Application for the Voluntary Separation Program requires full completion of the section below, including signatures by the employee and the employee's Division HR Manager/Representative.
- Employees eligible to participate in either the Voluntary Separation Program or the Early Retirement Incentive program cannot apply for both programs.

APPLICATION FOR 1996 VOLUNTARY SEPARATION PROGRAM

Employee Name (Please Print): \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Division HR Manager/  
HR Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Distribution:

Original to: Division HR Manager/Representative  
Copies to: Employee

WSRC & BSRI  
VOLUNTARY SEPARATION PROGRAM  
GENERAL RELEASE AND WAIVER

This Voluntary Separation Program, General Release and Waiver ("Agreement") is entered into by and between \_\_\_\_\_ ("Employee") and Westinghouse Savannah River Company or Bechtel Savannah River Incorporated ("Employer"), as part of Employee's voluntary election to terminate employment with the Employer.

IN EXCHANGE FOR THE PROMISES SET FORTH BELOW, THE PARTIES AGREE AS FOLLOWS:

1. Employee voluntarily terminates his/her employment with Employer effective \_\_\_\_\_, 1996. Employee agrees not to seek employment with or become employed at the Savannah River Site by the Employer or any other future or current contractor or subcontractor at the Site for a period of one year from the date of Employee's resignation. This includes but is not limited to temporary employment service contracts, general task order assignments, indefinite quantity contracts, basic ordering agreements, and consultant contracts. However, this does not preclude Employee from employment with a company providing supplies, equipment, materials, commodities or services to the Site under a fixed-price contract or purchase order.
2. Employee agrees that the Employer has no obligation to reemploy Employee in the future, and Employee waives any recall, rehire, or rehire preference rights, such as those that may arise under Section 3161 of the National Defense Authorization Act for Fiscal Year 1993. Employee agrees to perform all steps required by Employer's policies and procedures at the separation of his/her employment.
3. Except as set forth in paragraph 4 below, Employee, on behalf of himself/herself and any person or entity entitled to sue on Employee's behalf, waives and releases Employer, its parents, subsidiaries, and affiliates, the Department of Energy, and their employees, officers, directors, shareholders, agents, and successors from any causes of action or claims, whether known or unknown, that arise out of the Employee's resignation and separation of employment with Employer and any causes of action or claims that arise out of Employee's employment with Employer, up to and including the date of Employee's resignation, under any federal, state or local law, including but not limited to the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act of 1990, Title VII of the 1964 Civil Rights Act, the Equal Pay Act, the Family and Medical Leave Act, the Employee Retirement Income Security Act, and the Americans with Disabilities Act, or applicable state or local law. Employee will not assert any claim or cause of action released under this agreement in any administrative or judicial proceeding.
4. HOWEVER, employee does not waive:
  - (i) any causes of action or claims that arise out of Employee's employment with Employer, up to and including the date of Employee's resignation, that have been asserted in writing and filed with the appropriate agency or court prior to May 6, 1996.
  - (ii) any rights or claims that may arise after the date this Agreement is executed.
  - (iii) any claims relating to pension or retiree health benefits that currently may be accrued under the Company's standard retirement program.
  - (iv) any claims under applicable state worker's compensation laws, or

- (v) any claims for occupational injuries or illnesses arising from Employee's employment with Employer that are not known or reasonably knowable by the Employee at the time of the execution of this Agreement.
5. In exchange for Employees' voluntary separation and execution of this Agreement, Employer will give Employee the consideration and benefits outlined in the description attached to this Agreement.
  6. If Employee becomes employed as prohibited in paragraph 1 or otherwise violates any provision of this Agreement, then, in addition to any other remedies Employer has under this Agreement, Employer may require Employee to repay pro rata payments or other benefits under this Agreement, and Employee agrees to such repayment.
  7. Employee has been advised to consider this Agreement and to consult with an attorney of his/her choice, and Employee has had the opportunity to do so. Employee has had the right to consider this Agreement for a period of at least forty-five (45) days prior to entering into this agreement. Employee has the right to revoke this Agreement for a period of seven (7) days following execution of this agreement by giving written notice to Employee's Human Resources representative. If Employee revokes the Agreement, it shall not be effective and enforceable and Employee will not receive any of the benefits described in paragraph 5. Employee has read and understands the terms and contents of this Agreement, and Employee freely, voluntarily, and without coercion enters into this Agreement and agrees to be bound by its terms.
  8. This Agreement constitutes the entire understanding and agreement of Employee and Employer and can only be modified in writing agreed to by both parties.
  9. Employee has received all of the information required to be disclosed in these circumstances under the Age Discrimination in Employment Act regarding who is covered by the Program, the eligibility factors, the time limits of the Program, the ages and job titles of everyone eligible for the Program, and the ages of ineligible employees in the same job classification or organizational unit (attached).

PLEASE READ THIS AGREEMENT CAREFULLY. IT CONTAINS A RELEASE OF KNOWN AND UNKNOWN CLAIMS AS DESCRIBED IN PARAGRAPH 3, ABOVE, SUBJECT TO THE LIMITATIONS EXPRESSLY SET FORTH IN PARAGRAPH 4.

Agreed to:

\_\_\_\_\_  
Employee Name (Please Print)

\_\_\_\_\_  
Employee Signature / Date

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
WSRC or BSRI Human Resources Representative Signature / Date



## WSRC BSRI VSP ELIGIBILITY SUMMARY BY AGE

[illegible]

WSRC DSRI VSP ELIGIBILITY SUMMARY BY AGE

[illegible]

## WSRC HSRI VSP ELIGIBILITY SUMMARY BY AGE

[illegible]

[illegible][illegible]

WSRC BSRI VSP NOT ELIGIBLE SUMMARY BY ACT

[illegible]

WSRC BSRI YSP NOT ELIGIBLE SUMMARY BY AGE

[illegible]

WSRC DSR1 VSP NOT ELIGIBLE SUMMARY BY AGE

SKILL CATEGORY	52	53	54	55	56	57	58	59	60	61	62	AGE	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77
MANAGERS		1			1																						
PLS	1	4	3			1																					
ENGINEERS-ELECTRICAL	3	2	12	4	2		1	1		2				1	1	1	1										
ENGINEERS - CHEMISTRY				2							1						1										
ENGINEERS - TOWER	2	1	1		2	1											1										
ENGINEERS - PROCESS DESIGNER	2	2	4		1	3	1		2				1			1											
ENGINEERS - RAD	3	2	1	1	1	1	2	1	1				2	1		1											
ENGINEERS - REACTIVITY	1	2		2	2	1	2			3						1	1										
ENGINEERS - SAFETY COMPLIANCE	3	5	1	3	1	2	2	3	3																		
ENGINEERS - SYNOLOG	10	13	12	4	10	5	3	2	3	2	3	1	1			1											
ENGINEERS - TELECOMMUNICATION				1						2	1																
ENGINEERS - COMPUTER	2	4	2	2	1		3			1																	
ENGINEERS - WASTE CERTIFIERS	2			1		1																					
SHIFT TECHNICIAN ENGINEER																											
SPECIALISTS	1	3	1	2	1	3																					
PROFESSIONAL - COMPUTER	1	3	1	1	1																						
APPLICATION DEVELOPERS	1		1		1	1																					
CHEMISTS	1	2	2	3	2	3	2	2	1							1											
CONTROL ROOM					1																						
EMPLOYEE CONCERN INVESTIGATOR																											
ENGINEERING ASSISTANT																											
INFORMATION CENTER ANALYST		1	1		1				1				1														
INSTRUCTOR TRAINERS	4	3	3	1	4	2	1	2	3	5			1	1	2												
SCIENTIST	4	4	3	4	2	4	1	1	4	2	3				1	1											
COSCIENCE PROFESSIONAL		1	1		2	1	1	1	1	1	1																
ADMINISTRATIVE	1							1																			
COMPUTER SPECIALISTS																											
WASTE CERTIFICATION SPECIALIST									1																		
OPERATIONS SPECIALIST			1				1																				
SAFETY SPECIALIST								2																			
STATISTICIAN																											
INDUSTRIAL HYGIENE PROFESSIONAL	1																										
OPERATOR - SEPARATIONS	2	2	3	3	2	1	1		1																		
OPERATOR - TITRATION		3	3																								
OPERATOR - DWPT	1	3	3			2		1																			
OPERATOR - REACTIVITY	1	3	1	2	1		2																				
OPERATOR - REACTIVITY ANALYST	1	4	2																								
OPERATOR - WASTE MANAGEMENT	3	2	4	3	2	1																					
MECHANICAL MAINTENANCE	4	2	4	3		1	1	1																			
QUALITY INSPECTOR			1	1	1																						
RADIATION & REACTIVITY	3	2	2		1																						
LABORATORY	3	2	2	1	4		1	1	1	4			1														
RAILROAD																											
COMPUTER SYSTEMS		1	1																								

YSRC BSRI VSP NOT ELIGIBLE SUMMARY BY AGE

[illegible]



WESTINGHOUSE SAVANNAH RIVER COMPANY  
BECHTEL SAVANNAH RIVER, INC.

ACCEPTANCE OF 1996 VOLUNTARY SEPARATION PROGRAM

I understand that the following terms and conditions represent a Voluntary Separation that is being offered by WSRC and BSRI, and hereby accept the 1996 Voluntary Separation Program and elect to terminate employment effective June 28, 1996. In accepting, I acknowledge that my decision is voluntary and that I have been given sufficient time and information to consider the benefits of the Voluntary Separation Program. I further acknowledge receipt of written approval from WSRC and BSRI of my Application For 1996 Voluntary Separation Program.

Terms and Conditions

- The applicant has met all eligibility criteria for the 1996 Voluntary Separation Program, and has received written approval for acceptance from WSRC and BSRI.
- The applicant has agreed to separation benefits as described in the Department of Energy Savannah River Site Draft 1996 Amendment to the FY 1995 Worker Transition and Community Assistance Plan and the Benefits Appendix contained in the 1996 WSRC & BSRI Voluntary Separation Program Information Package.
- If eligible, the applicant will voluntarily separate from WSRC or BSRI with a vested pension benefit.
- Acceptance forms signed and not rescinded by the eligible employee during the seven-day rescission period between the time the waiver is signed on June 21, 1996 until 5:00 p.m., June 28, 1996, become final and binding after 5:00 p.m., June 28, 1996.
- Acceptance of the Voluntary Separation Program requires full completion of the section below including signatures by the employee and the employee's WSRC or BSRI HR Representative or HR Service Center Representative.
- Acceptance of the 1996 Voluntary Separation Program requires execution of the attached General Release and Waiver form before 5:00 p.m. on June 21, 1996.
- This Acceptance form is not valid unless attached to an authorized copy of the employee's approval for the 1996 Voluntary Separation Program.

ACCEPTANCE OF 1996 VOLUNTARY SEPARATION PROGRAM

Employee Name (Please Print): \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Division HR Manager/  
HR Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Distribution:

Original to: HR Records, 992-3W.

Copies to: Division HR Mgr., Employee.

WESTINGHOUSE SAVANNAH RIVER COMPANY  
BECHTEL SAVANNAH RIVER, INC.

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RESCISSION OF GENERAL RELEASE & WAIVER OF 1996 VOLUNTARY SEPARATION  
PROGRAM

Note: This form must be completed and returned to your HR representative by 5:00 p.m. on  
June 28, 1996.

I have read and understand the terms and conditions of the 1996 Voluntary Separation Program offered  
by WSRC and BSRI. With full understanding, I hereby rescind my decision to participate in the 1996  
VSP and rescind my execution of the General Release & Waiver.

RESCISSION:

Employee Name (Please Print): \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Employee Signature: \_\_\_\_\_

Date \_\_\_\_\_

WSRC or BSRI Human Resources  
Representative Signature: \_\_\_\_\_

Date \_\_\_\_\_

Distribution:

Original to: HR Records, 992-3W

Copies to: Division HR Manager/Representative : Employee

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ATTACHMENT 8:

1996 WSI  
Voluntary Separation Package

# WACKENHUT

SECURITY SYSTEMS AND SERVICES THROUGHOUT THE WORLD

WACKENHUT SERVICES, INCORPORATED  
SAVANNAH RIVER SITE  
P.O. CRAWFORD  
AIKEN, SOUTH CAROLINA 29802-0980  
(803) 952-7549

May 3, 1996

TO: All WSI-SRS Employees

## VOLUNTARY SEPARATION PROGRAM (VSP)

In order to better facilitate the 1996 Workforce Restructuring process, the Department of Energy has recently announced the approval of a targeted Voluntary Separation Program (VSP), which will be open for application by eligible employees of Wackenhut Services, Incorporated - Savannah River Site (WSI-SRS) and which is intended to reduce the number of employees to levels appropriate for future site requirements.

Understanding which job skills are needed to operate the site today and in the future has become increasingly critical. Recognizing this, WSI-SRS has worked hard to identify and assess the skills present in our current workforce against those we believe are essential to support existing and future site missions. Our assessment was based on senior management's vision of Workforce 2000, budget initiatives and required critical skills mix. As we position our company for new opportunities, employee safety and operational efficiency must not be threatened. To this end, WSI-SRS reserves the right to deny participation to those employees who have critical skills needed to accomplish our mission and whose application to participate in the VSP therefore cannot be accommodated, as described below.

Employees wishing to apply to participate in the VSP may submit applications during the open window period, beginning at 8:00 a.m. on May 6, 1996 and continuing through 5:00 p.m. on June 20, 1996. No applications will be accepted after 5:00 p.m., June 20, 1996. Directors will notify their employee(s) of the status of VSP applications by noon on June 21, 1996. All employees whose applications have been approved for the 1996 VSP must sign the General Release and Waiver Form and Acceptance Form on June 21, 1996 before 5:00 p.m., if they plan to accept the VSP. After the window closes, and you have been approved, and have signed the waiver, you may withdraw from this program by submitting the rescission form between the time the waiver is signed on June 21, 1996 and 5:00 p.m. on June 28, 1996. Application forms and waivers signed and filed but not rescinded during the seven-day rescission period, will become final and binding after 5:00 p.m., June 28, 1996.

MANAGEMENT SERVICES

No VSP applications will be approved prior to the window closing. However, if a VSP applicant departs before the window closes, he or she will still be considered in the pool of applicants for the VSP as if present, although the departure will be treated as a normal, voluntary termination for payroll and benefits purposes. Then, if the number of applications for VSP within the employee's skill category is less than or equal to the cap for that skill category (See Attachment 1) the departed employee's application will be approved. If the number of VSP applications submitted exceeds the cap for that skill category, the departed employee's application will be assessed according to the individual's skills, qualifications, and longevity (for non-bargaining unit personnel), or seniority (for bargaining unit employees), within skill categories as if the employee had not separated from employment.

Where an employee who requests a VSP is in a non-targeted critical skill position, the company may attempt to accommodate the request by having the Overview Committee review the situation to determine if the request can be accommodated without adverse impact on site mission requirements. This decision is subject to General Manager approval.

If the applicant's critical skills position cannot be filled with a minimally qualified internal applicant, and the position cannot be eliminated or redesigned, the Director must disapprove the VSP request.

Where multiple incumbents occupy the same targeted position, the employee with the best skills and qualifications will be retained, consistent with the objectives and neutral criteria and procedures set out in Procedure 1-2629. Should two or more employees be equally qualified, Company longevity will be used as a tie breaker and the less senior employee will be retained.

Any transfer or reassignment into a position which is a demotion or promotion may result in a salary adjustment in accordance with the provisions of Procedure 1-2800.

A summary of employee benefits available under the VSP is attached along with the list of targeted positions, and copies of forms relevant to applying for and participating in the VSP. Questions regarding the content of these packages may be directed to the Employee Relations Department or the Workforce Restructuring Open Line, ext. 2-7765. Contact Mike Robinson at ext. 2-7600 or Beverly Mitchell at ext. 2-7041.

Lawrence Brede, Jr.  
General Manager

LB:bm  
Attachments

## 1996 VSP General Announcement Package

Check the attachments carefully against this list to make sure that all materials are included. Missing information sheets can be obtained by calling the Employee Relations Department at 2-7600, 2-7041, or 2-7765.

You should have:

- \* Attachment 1: VSP Targeted Positions
- \* Attachment 2: WSI-SRS Contacts
- \* Attachment 3: VSP Benefits Appendix
- \* Attachment 4: VSP Application Form
- \* Attachment 5: VSP General Release and Waiver
- \* Attachment 6: Census Data
- \* Attachment 7: VSP Acceptance Form
- \* Attachment 8: VSP Rescission Form

## TARGETED POSITIONS

WSI-SRS is offering a Voluntary Separation Program (VSP) to employees in selected job categories (targeted positions) with a limitation (cap) on the number of employees within the selected categories who may participate in this program. PARTICIPATION IN THE PROGRAM MAY BE DENIED BY WSI-SRS WHEN THE LOSS OF THAT COMPETENCY/SKILL WOULD ADVERSELY AFFECT SITE OPERATIONS.

Exclusion from participation in the program is not a guarantee of future employment.

<u>TARGETED POSITION</u>	<u>CAP</u>
BARGAINING UNIT (PROTECTIVE FORCE)	69
INSTRUCTORS	4
ADMINISTRATIVE SUPPORT SPECIALIST/SECRETARY II	3
PLANNER	1
OPERATIONS ORDER SPECIALIST	1
CURRICULUM DEVELOPER	1
ZONE OPERATIONS ADMINISTRATION MANAGER	1
ZONE LIEUTENANT	1
OPERATIONS SPECIALIST	1
INFORMATION PROJECT OFFICER	1

LIST OF CONTACTS WITHIN WSI-SRS

FY 1996 VOLUNTARY SEPARATION PROGRAM

The following is a listing of contacts within WSI-SRS including the person's area of responsibility and phone number.

WORKFORCE RESTRUCTURING (OVERALL) INFORMATION CENTER

Employee Assistance Program, Relocation Assistance, Outprocessing

Michael Robinson, 952-7600, Bldg. 708-1B

Beverly Mitchell, 952-7041, Bldg. 708-1B

Workforce Restructuring Information Line, 952-7765

Pension Plan, 401(k) Saving Plan

Arleen Beck, 952-7547, Bldg. 708-1B

Medical Dental and Life Insurance Benefits

Carolyn Meeks, 952-7719, Bldg. 708-1B

Educational Assistance Program

Dale Lowe, 952-7706, Bldg. 703-1B

Personal/Birthday and Vacation Leave

Dan Carrington, 952-7024, Bldg. 708-1B

Robin Hydrick, 952-7026, Bldg. 708-1B



SERVICES

**WACKENHUT SERVICES, INCORPORATED**  
**SAVANNAH RIVER SITE**

***FY 1996 Voluntary Separation  
Package***

## SUMMARY OF BENEFITS 1996 WSI-SRS VOLUNTARY SEPARATION PROGRAM

To accomplish the reductions outlined in the Department of Energy Savannah River Site Draft FY 1996 Amendment to the FY 1995 Worker Transition and Community Assistance Plan, employees who are approved by WSI management for voluntary separation will be offered various benefits described below.

WSI-SRS employees eligible to apply for the 1996 Voluntary Separation Program (VSP) must submit a VSP application form to the Employee Relations Department within the open window period which begins at 8 a.m., May 6, 1996, and ends at 5 p.m., June 20, 1996. Here are some key points:

- The 1996 Voluntary Separation Program is a one-time offer.
- Approved employees will be notified by noon on June 21, 1996, and must execute the General Release & Waiver Form before 5:00 p.m. that same day.
- Approved applications may be rescinded by the applicant between the time the waiver is signed on June 21 and 5:00 p.m. June 28, 1996 by completing and submitting the Rescission of General Release & Waiver of 1996 Voluntary Separation Program form.
- If approved and not previously rescinded by you, your decision to voluntarily separate becomes irrevocable after June 28, 1996.
- Out-processing and termination for all approved voluntary separations must be completed on June 28, 1996.

### VOLUNTARY SEPARATION PAY

For full time employees, voluntary separation pay will be computed on the basis of two weeks of base pay for each full year of credited service, up to a maximum of 26 years of service.

Voluntary separation pay and unused vacation allowance are classified as supplemental wages and will be subject to a flat 28% federal withholding, 7% SC state withholding and 7.65% FICA withholding.

Voluntary Separation pay will be paid by July 31, 1996.

Unused vacation allowance will be paid within 30 days of employee's termination date.

### INSURANCE & WELFARE BENEFITS

These benefits include your options for medical, dental and life insurance. A brief description of each is given below.

Medical Coverage (excluding dental and vision). VSP participants may elect to (1) extend their present coverage under the provisions of the DOE Displaced Worker Health Benefits Program (DWHBP), (2) extend their present coverage through Consolidated Omnibus Budget Reconciliation Act (COBRA) or (3) choose no coverage. In order to be eligible for extended medical coverage under DWHBP, the separating employee must NOT be eligible for coverage under another plan such as that of another employer or their spouse's medical plan. Therefore, if you elect DWHBP extended medical coverage, and meet the eligibility requirements, you and your eligible dependents will receive medical benefits from the WSI-SRS plan as follows:

Year One: Separated employee pays the active employee premium rate for employee and eligible dependent coverage; and the company pays 100 percent of the company-paid rate.

Year Two: Employee pays half the COBRA rate in effect for that period of time; the company absorbs the other half. The COBRA rate is 102 percent of the total premium cost (including employer and employee shares) of the plan.

Year Three & Subsequent Years: Employee pays the full COBRA rate in effect for the period of time insurance is active.

Monthly premium payments are due by the first of each month for coverage in that month. Please allow 7-10 days for postal delivery. If payment is not received by the due date coverage will be terminated. Once coverage is terminated, medical coverage will be available through COBRA.

Dental Coverage. Eligible employees and their eligible dependents can obtain dental benefits under COBRA at the employee's expense. Upon your separation, an application form and current rates will be provided.

Group Life Insurance. Employees voluntarily separated will receive continuation of non-contributory life insurance coverage at company expense for one year or two months for each full year of service, whichever is greater.

## SAVINGS & RETIREMENT BENEFITS

These benefits include your options for the WSI-SRS 401(k) Savings Plan and the WSI-SRS Pension Plan.

401(k) Savings Plan. Employees electing the VSP will automatically be fully vested in the 401(k) Savings Plan, including all company contributions and earnings. Upon employment termination you will have three options: leaving your funds in the 401(k), rolling 401(k) funds into an IRA or other qualified retirement plan, or taking a full cash distribution. If your account balance is \$3,500 or less, you must take a distribution, which may be rolled over to an IRA or possibly another qualified retirement plan.

Participants electing distribution of their 401(k) savings account can expect to receive it within approximately 90 days after date of separation.

Pension Plan. Employees electing the VSP who have at least one year of service with WSI-SRS will automatically be fully vested in the Pension Plan. Additionally, employees will receive the 1996 pension contribution after having satisfied 1000 hours of service, which is calculated from January 1 through the last date of employment. This contribution amount will be a full year's contributions; \$1,375 for bargaining unit employees and 3.5% of 1995's gross pay for nonbargaining unit employees, but not less than \$1,000.

Pension Plan accounts will be valued as of the last day of the plan year (12/31/96) following separation. The 1996 contribution into the Pension Plan will be made for all eligible employees at that time.

Participants electing a distribution of their pension account can expect to receive it within approximately 90 days from the date of separation.

#### WORK/LIFE BENEFITS

Included in this category of benefits are educational assistance, company-sponsored training assistance, relocation assistance, the Employee Assistance Program (EAP), access and use of the Resource Center, and unemployment compensation.

Educational Assistance. Educational assistance will be made available to those employees who are voluntarily separated due to workforce restructuring to cover tuition, fees, books, laboratory fees, or other required expenses for an approved course. The amount of assistance available is not to exceed \$10,000 over a four-year period, commencing immediately after separation. If eligible separated employees are receiving financial assistance through other publicly funded sources, those funds have to be used prior to using this educational assistance benefit.

Eligible individuals must be enrolled at an educational institution that is regionally accredited or approved for Veterans Administration benefits. These disbursements are subject to applicable federal income tax and state taxes. Educational assistance will be terminated if a voluntarily separated employee becomes employed with the DOE or one of its managing and operating contractors, or where employment with another employer results in eligibility for any form of tuition reimbursement.

#### NOTE:

The educational assistance program will be structured to permit invoicing from, and payment to, the school or institution only. The student will still be liable to the school for any monies not paid as a result of individual federal, state or local income and FICA taxes withheld by WSI-SRS. The student will reimburse WSI for prepaid tuition or other costs associated with each course in which a grade of "C" or better is not attained. Failure to reimburse WSI-SRS will result in forfeiting future educational assistance.

Company-Sponsored Training Assistance. Eligible voluntarily separated employees may use the \$10,000 tuition assistance benefit referenced above to obtain company-sponsored training through a new employer in the five county region, provided the new employer agrees to provide continuous employment for a two-year time period, and the employee is not eligible for tuition reimbursement by the new employer.

Relocation Assistance. Eligible employees who are voluntarily separated may be reimbursed for relocation expenses up to \$2,000, if they are hired to fill a position at another DOE, Westinghouse, Bechtel, or WSI location within one year from the date of the employee's separation from employment, and if the hiring location's policies and practices do not cover all reasonable and allowable relocation expenses.

Employee Assistance Program (EAP). The WSI-SRS Employee Assistance Program (EAP) refers and provides professional and confidential counseling for employees and their families regarding emotional difficulties, stress management, legal and financial management, marriage and family matters and substance abuse. EAP services are available to all WSI-SRS full-service voluntarily separated employees and their families for up to 12 months after separation.

Resource Center. Outplacement services will be made available to all voluntarily separated employees. The Resource Center is located on Richland Avenue in Aiken (former SRS Central Training Facility). Outplacement services will be provided to workers displaced due to workforce restructuring initiatives. In addition, services provided for WSI-SRS full-service employees will include transition and career path counseling and innovative job search techniques.

SRS will provide a facility with equipment and supplies for use by separated personnel at the Resource Center. Job fairs, as well as posting of separated employees' qualifications through various private, state and federal job bank networks will be provided. Resume books and other resources for optimizing job opportunities will be available. The Resource Center staff will maintain an active communications network designed to keep separated employees aware of employment opportunities and will also maintain a close liaison with state employment and counseling agencies in the Central Savannah River Area. Services will be rendered on a daily basis during normal working hours.

Unemployment Compensation. The South Carolina Employment Security Commission is responsible for determination of eligibility for unemployment compensation benefits.

NOTE:

A note about taxation: Separation pay and unused vacation payments are considered "supplemental payments" under federal tax law, which means these payments are taxed at a specified tax rate. Payroll is required to withhold 28 percent federal income tax, 7 percent South Carolina state income tax withholding and 7.65 percent FICA tax withholding. Relocation assistance payments are subject to federal and state income, and FICA taxes. Educational assistance payments are subject to federal and state income taxes. Extended medical benefits are not subject to taxation at this time.

WACKENHUT SERVICES, INCORPORATED  
SAVANNAH RIVER SITEAPPLICATION FOR 1996 VOLUNTARY SEPARATION PROGRAM

I understand that the following terms and conditions represent a voluntary separation that is being offered by WSI-SRS, and hereby apply for the 1996 Voluntary Separation Program (VSP) with the intent to terminate employment by June 28, 1996. In so applying, I acknowledge that my decision is voluntary and that I have been given sufficient time and information to consider the benefits of the VSP.

Terms and Conditions

- This application is subject to approval by WSI-SRS management. If approved, the applicant will be notified by his or her Division Director by noon on June 21, 1996, and must then complete a separate Acceptance of 1996 Voluntary Separation Program form and sign a General Release and Waiver on June 21, 1996.
- This application for the 1996 Voluntary Separation Program must be received by the Employee Relations Department during the open window period beginning at 8 a.m. on May 6, 1996 and ending at 5:00 p.m. on June 20, 1996. After 5:00 p.m. on June 20, 1996 this Voluntary Separation Program will no longer be available.
- Application for the Voluntary Separation Program requires full completion of the section below, including signatures by the employee and Employee Relations Department.

APPLICATION FOR 1996 VOLUNTARY SEPARATION PROGRAM

Employee Name (Please Print): \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Division Director Signature: \_\_\_\_\_ Date: \_\_\_\_\_

ERD Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

WACKENHUT SERVICES, INCORPORATED  
SAVANNAH RIVER SITE

VOLUNTARY SEPARATION  
PROGRAM GENERAL RELEASE AND WAIVER

This Voluntary Separation Program, General Release and Waiver ("Agreement") is entered into by and between \_\_\_\_\_ ("Employee") and Wackenhut Services, Incorporated - Savannah River Site ("Employer"), as part of Employee's voluntary election to terminate employment with the Employer.

IN EXCHANGE FOR THE PROMISES SET FORTH BELOW, THE PARTIES AGREE AS FOLLOWS:

1. Employee voluntarily terminates his/her employment with Employer effective \_\_\_\_\_ 1996. Employee agrees not to seek employment with or become employed at the Savannah River Site by the Employer or any other future or current contractor or subcontractor at the Site for a period of one year from the date of Employee's resignation. This includes but is not limited to temporary employment service contracts, general task order assignments, indefinite quantity contracts, basic ordering agreements, and consultant contracts. However, this does not preclude Employee from employment with a company providing supplies, equipment materials, commodities, or services to the Site under a fixed price contract or purchase order.
2. Employee agrees that the Employer has no obligation to reemploy Employee in the future, and Employee waives any recall, rehire, or rehire preference rights, such as those that may arise under Section 3161 of the National Defense Authorization Act for Fiscal Year 1993, except such recall rights as may be otherwise provided under applicable collective bargaining agreements. Employee agrees to perform all steps required by Employer's policies and procedures at the separation of his/her employment.
3. Except as set forth in paragraph 4 below, Employee, on behalf of himself/herself and any person or entity entitled to sue on Employee's behalf, waives and releases Employer, its parents, subsidiaries, and affiliates, the Department of Energy, and their employees, officers, directors, shareholders, agents, and successors from any causes of action or claims, whether known or unknown, that arise out of the Employee's resignation and separation of employment with Employer and any causes of action or claims that arise out of Employee's employment with Employer, up to and including the date of Employee's resignation, under any federal, state or local law, including but not limited to the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act of 1990, Title VII of the 1964 Civil Rights Act, the Equal Pay Act, the Family and Medical Leave Act, the Employee Retirement Income Security Act, and the Americans with Disabilities Act, or applicable state or local law. Employee will not assert any claim or cause of action released under this agreement in any administrative or judicial proceeding.

4. **HOWEVER, Employee does not waive:**

(i) any causes of action or claims that arise out of Employee's employment with Employer, up to and including the date of Employee's resignation, that have been asserted in writing and filed with the appropriate agency or court prior to May 6, 1996,

(ii) any rights or claims that may arise after the date this Agreement is executed,

(iii) any claims relating to pension or retiree health benefits that currently may be accrued under the Company's standard retirement program,

(iv) any claims under applicable state worker's compensation laws, or

(v) any claims for occupational injuries or illnesses arising from Employee's employment with Employer that are not known or reasonably knowable by the Employee at the time of the execution of this Agreement, or

5. In exchange for Employees' voluntary separation and execution of this Agreement, Employer will give Employee the consideration and benefits outlined in the description attached to this Agreement.

6. If Employee becomes employed as prohibited in paragraph 1 or otherwise violates any provision of this Agreement, then, in addition to any other remedies Employer has under this Agreement, Employer to repay payments or other benefits under this Agreement, and Employee agrees to such repayment.

7. Employee has been advised to consider this Agreement and to consult with an attorney of his/her choice, and Employee has had the opportunity to do so. Employee has had the right to consider this Agreement for a period of at least forty-five (45) days prior to entering into this agreement. Employee has the right to revoke this Agreement for a period of seven (7) days following execution of this agreement by giving written notice to the Employee Relations Department. If Employee revokes the Agreement, it shall not be effective and enforceable and Employee will not receive any of the benefits described in paragraph 5. Employee has read and understand the terms and contents of this Agreement, and Employee freely, voluntarily, and without coercion enters into this Agreement and agrees to be bound by its terms.

8. This Agreement constitutes the entire understanding and agreement of Employee and Employer can only be modified in writing agreed to by both parties.



9. Employee has received all of the information required to be disclosed in these Page 3 of 3 circumstances under the Age Discrimination in Employment Act regarding who is covered by the Program, the eligibility factors, the time limits of the Program, the ages and job titles of everyone eligible for the Program, and the ages of ineligible employees in the same job classification or organizational unit (attached).

PLEASE READ THIS AGREEMENT CAREFULLY, IT CONTAINS A RELEASE OF KNOWN AND UNKNOWN CLAIMS DESCRIBED IN PARAGRAPH 3, ABOVE, SUBJECT TO THE LIMITATIONS EXPRESSLY SET FORTH IN PARAGRAPH 4.

Agreed to:

Employee Name (Please Print): \_\_\_\_\_ Social Security Number \_\_\_\_\_

Employee Signature: \_\_\_\_\_

ERD Representative Signature \_\_\_\_\_ Date \_\_\_\_\_

FY 1990 Voluntary Separation Package +

Census Data for Eligible Employees

WACKENHUT SERVICES

Job Category	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	Age		45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61		
ASSESSOR / AUDITOR										1		1	1	1																										
CLERICAL - SPECIALIST	1	1	1		3	2	2	1	1	2	2	1						1	1					1						1										
CRAFT / MAINTENANCE											1		2									1																		
FINANCIAL / ACCOUNTING																																								
GENERAL CLERKS				1	1			1		1		1						1	1																					
INSTRUCTOR				2			1								1				1	1				1																
INVESTIGATOR CRIMINAL										1	2	1	3	3		3	2		1	1																				
LIEUTENANT												1												2		2	1	1			1	2				1				
MANAGER							1	2	1	3	4	3	5	1	3	2	2	1			4		1	4			1	2												
PILOT										1																														
PROFESSIONAL - ADMIN																																								
PROFESSIONAL - ANALYSTS							1		1	2	1																													
PROFESSIONAL - COMPUTER							1					2																												
PROFESSIONAL - COORD								1																																
PROFESSIONAL - OFFICERS		1											2	1																										
PROFESSIONAL - PLANNERS																																								
PROFESSIONAL - SAFETY					1						1	1																												
PROFESSIONAL - TRAINING/AV						2		2	2	1	4	3						1	1																					
SECRETARY								1		1																														
SECURITY OFFICER				1		2		2		2		1		2	1	1	1			1																				
SENIOR MANAGEMENT					1	1	2	5		2		5	1	4	4	2				2	2																			
SPECIALIST OPERATIONS																																								
SPECIALIST OPERATIONS CTR										1	1	4	4	1	3	1		1	2	2																				
SPECIALIST PAAC											1	1																												
SPO II											3	1	1	2																										
SPO III			1	2	5	10	20	11	21	25	31	24	28	24	27	23	9	12	10	11	7	7	10	8	13	9	3	7	6	6	6	4	3	2	1	1				
SUPERVISOR						2		3	3	5	2	1	6	3	3																									
TECHNICIAN							1				1	2	1																											
												1	1	1	1																									
Summary by Age	1	2	2	6	11	21	28	29	34	54	55	55	51	44	52	35	21	24	19	20	14	17	20	22	22	20	9	19	15	15	11	10	7	5	0	4	3	1		
GRAND TOTAL																																								
*There are no WSI-SRS employees ineligible to apply for participation in the VSP.																																								

\*There are no WSI-SRS employees ineligible to apply for participation in the VSP.

WACKENHUT SERVICES, INCORPORATED  
SAVANNAH RIVER SITEACCEPTANCE OF 1996 VOLUNTARY SEPARATION PROGRAM

I understand that the following terms and conditions represent a voluntary separation that is being offered by WSI-SRS, and hereby accept the 1996 Voluntary Separation Program (VSP) and elect to terminate employment by June 28, 1996. In accepting, I acknowledge that my decision is voluntary and that I have been given sufficient time and information to consider the benefits of the VSP. I further acknowledge receipt of written approval from my Director of my Application For 1996 Voluntary Separation Program.

Terms and Conditions

- The applicant has met all criteria for the 1996 VSP, and has received notification of approval for the VSP package from WSI-SRS.
- The applicant has agreed to the separation benefits as set out in the Department of Energy Savannah River Site 1996 Amendment to the FY 1995 Worker Transition and Community Assistance Plan and the Summary of Benefits 1996 WSI-SRS VSP.
- Acceptance forms signed and not rescinded by the eligible employee during the seven-day rescission period between the time the waiver is signed on June 21, 1996 until 5:00 p.m., June 28, 1996, become final and binding after 5:00 p.m., June 28, 1996.
- Acceptance of the VSP requires full completion of WSI-SRS section below including signatures by the employee and Employee Relations Representative.
- Acceptance of the 1996 VSP requires execution of the attached General Release and Waiver form on June 21, 1996.
- This Acceptance form is not valid unless attached to an authorized copy of the employee's approved for the 1996 Voluntary Separation Program.

ACCEPTANCE OF 1996 VOLUNTARY SEPARATION PROGRAM

Employee Name (Please Print): \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Division Director Signature: \_\_\_\_\_ Date: \_\_\_\_\_

ERD Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

WACKENHUT SERVICES, INCORPORATED  
SAVANNAH RIVER SITERESCISSION OF GENERAL RELEASE & WAIVER OF 1996 VOLUNTARY  
SEPARATION PROGRAM

Note: This form must be completed and returned to the Employee Relations Department  
by 5:00 p.m. on June 28, 1996.

I have read and understand the terms and conditions of the 1996 Voluntary Separation Program  
offered by WSI-SRS. With full understanding, I hereby rescind my decision to participate in the  
1996 Voluntary Separation Program and rescind my execution of the General Release & Waiver.

---

RESCISSION:

Employee name (Please Print): \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Employee Signature: \_\_\_\_\_

ERD Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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ATTACHMENT 9:

Sample  
Work Force Restructuring Notification,  
March 19, 1996



Department of Energy  
Savannah River Operations Office  
P.O. Box A  
Aiken, South Carolina 29802  
MAR 19 1996

TO: All SRS Contractor and Subcontractor Employees

SUBJECT: SRS Workforce Restructuring Notification

With the completion of construction project work, and to implement efficiencies associated with reengineering in the administrative and other support areas, this year's workforce restructuring process is now beginning at the Savannah River Site. We anticipate that 1,130 positions must be eliminated between now and the end of this fiscal year. This is in addition to the 820 positions already lost through normal attrition and completion of subcontracts/construction projects. This will bring total FY1996 reductions to 1,950.

In addition, another 500-800 positions may be eliminated in FY1997 due to ongoing budget and staffing analyses, further definition of program work, and outsourcing activities.

This letter serves to satisfy the workforce restructuring notice pursuant to Section 3161 of the National Defense Authorization Act of FY1993. All Site employees are receiving this general notice, and no determination has been made as to which positions will be subject to involuntary separation. It is DOE's objective to provide as much notice as possible before involuntary separations occur; however, at least 60 days notice will be provided to employees covered under the Worker Adjustment and Retraining Notification (WARN) Act. DOE Savannah River Operations Office is in the process of developing a 1996 Amendment to the SRS FY1995 Worker Transition and Community Assistance Plan. This amendment will provide the following to eligible employees who are voluntarily or involuntarily separated:

- Medical benefit extensions to ensure that displaced workers and their families will not be without medical insurance;
- Retraining assistance - Tuition reimbursements and local company-sponsored training to assist displaced employees in preparing for new careers;
- Relocation assistance;
- Outplacement assistance to include resume preparation and other employment-searching training;
- Comprehensive computer data base that matches the skills of displaced employees with job openings across the country;
- Targeted voluntary and involuntary separation programs.

To ensure that the Savannah River Site's unique needs are met, employees, community leaders, government officials, union representatives, and others will be included in finalizing our work force restructuring Amendment to the FY1995 plan. We will work to assist our communities by continuing our extensive efforts to promote economic development and diversification proposals that will expand privatization and attract industry. To this end, the proposed draft of the FY1996 Amendment to the FY1995 Worker Transition and Community Assistance Plan will be issued shortly to both employees and the community for comment.

Sincerely,

Mario P. Fiori  
Manager

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## ATTACHMENT 10:

### Stakeholder Questions and Answers

## 1997 WORKFORCE RESTRUCTURING PROGRAM

4/24/97

## Questions and Answers

A wide range of questions and concerns have been raised relating to the ongoing Workforce Restructuring Program. The following questions and answers address the broad areas of concern. Division-specific questions will be addressed by the division HR representative.

If you have asked a question that hasn't been addressed in sitewide communications, please see your HR representative.

The workforce restructuring employee account (Restructuring) will remain open through completion of the program. Additional questions or issues will be addressed in messages like this one, or by your division HR representative.

Q1. Why isn't a voluntary program being offered?

A1. Voluntary programs were offered in 1993, 1994 and 1996. Last year's program did not produce effective results. Other important business considerations affecting the decision are (1) protecting the site's critical skill mix and core competencies, and (2) the time and cost of voluntary programs, which translate to the loss of additional jobs. There is no outside funding to pay the cost of a layoff program. Consequently, the cost comes from our budget and directly impacts the number of jobs to be reduced.

Q2. When will the 60-day notifications be made for Phase 1?

A2. Pending DOE approval, exempt notifications are scheduled for April 29 and 30. Nonexempt notifications are scheduled for May 1 and May 2. The staggered notification dates have been initiated to effect a smoother bust-back and nonexempt movement transition, and is the result of employee comments and the lessons learned process. Reassignment notifications are scheduled for the following week, beginning May 6. The effective date for all moves is scheduled for May 19.

Q3. Why was the decision made to have a phased approach to the reduction in force, rather than getting it over all at once?

A3. A phased approach allows reductions to occur when affected programs are directly impacted. It provides us with a method to begin the process while the budget is being finalized, and the ability to make further reductions as budget issues are clarified.

Q4. What is the process for determining the positions to be excessed?

A4. As part of the Workforce Restructuring Plan, a comprehensive workforce analysis is conducted. That process looks at the broad spectrum of skill categories and determines those areas where more positions exist than are necessary to carry out the current work scope. That process also determines those areas where there are not enough resources to meet current scope expectations, thus identifying critical skill needs.



Once the positions to be excessed have been identified, the method for determining the affected employees varies by classification. Nonexempt employees are determined strictly by the seniority system. Those guidelines can be found in the Human Resources SB Manual, Section 2-17.

Employees filling exempt or selected overtime positions are determined by first identifying the positions required in a particular organization, then through a comparative analysis identifying the employees who can best fill those positions based on a number of key competencies, education and experience, and past and expected performance. Seniority or bumping is not permitted in the exempt system. Further clarification can be obtained from your manager or Human Resources representative.

Q5. What benefits will be provided to involuntarily separated employees?

A5. Eligible employees will receive severance pay at the rate of one week for every full year of service up to 26 weeks pay; medical benefit extensions; automatic vesting in the Savings and Investment Plan; education assistance; relocation assistance; outplacement assistance; the Employee Assistance Program; and preference in hiring. The details of those benefits are provided in the separation package and will also be sent to affected employees' homes.

Q6. Do employees in selected overtime positions have seniority when it comes to excessing jobs?

A6. No. Selection of employees in selected overtime positions follows the same guidelines as exempt employees when determining who will be excessed. They are not part of the seniority system. See A4 for more detail.

Q7. Has WSRC considered consolidation of some smaller divisions as a cost savings initiative?

A7. WSRC continuously looks at those possibilities, as well as many other organizational efficiencies that have potential cost savings, and implements those that make good business sense. There are several other factors that must be considered in this type of decision, such as unique customer relationships, loss of critical capabilities, dilution of services, etc.

Q8. Will we continue to subcontract work when we are laying off full service employees?

A8. Subcontracting has always been an integral part of the way we do business at SRS. Subcontractors are typically used in cases where the work scope is temporary or short term, requires expertise not currently available with full service employees, or to meet the ebb and flow of ongoing work.

A make or buy analysis determines if the work can be done more cost effectively in-house or by subcontracting. The amount of subcontracted work varies by the site budget and the scope of the work to be accomplished. The same guidelines have always been applied to subcontracting work, and will continue during workforce restructuring.

Q9. Will we continue to fill critical skill jobs from the outside during the reduction in force?

A9. It is possible that some critical skill jobs may be filled from outside the organization in order to maintain core competencies necessary to meet current scope requirements and future scope expectations. However, involuntarily separated employees who qualify for "Preference in Hiring" will be considered to fill these positions before going outside the organization.

Q10. Have managers been affected as much as exempts and nonexempts in workforce restructuring over the past several years?

A10. Yes. Since 1993, there has been a 40 percent reduction in management positions for WSRC. The reduction of WSRC full service employees in that time frame is 28 percent.

Q11. Will Westinghouse Electric Corporation jobs be posted internally?

A11. Yes. In response to employee input, electronic job posting of positions within Westinghouse Electric Corporation has been initiated. SRS business needs may preclude the consideration of applicants who possess critical skills. This precaution is necessary to ensure that WSRC maintains appropriate numbers and the skill mix required to meet site missions. If you wish to pursue a position(s), approvals are required from your division and WSRC Human Resources.

Q12. What is the breakdown of the 1,500 number that was announced as the number of layoffs for 1997?

A12. Sixty-day notifications for about 500 reductions will take place beginning April 29. This first phase was determined by efficiency initiatives and non-critical scope reductions, based on finalization of the FY1997 budget. Two additional phases, reflecting anticipated budget reductions for FY1998, show up to an additional 500 could be notified during July (Phase 2), or late October (Phase 3). Those numbers are based on lack of additional funding for current in-scope activities and defense realignments. Attrition so far this year has accounted for 200 employees. An additional 200 to 300 are projected to be lost through attrition by the end of FY1998.

Q13. What services are provided by the Resource Center, and how successful has it been in placing separated employees?

A13. The Resource Center was established in May 1995 to accommodate workforce restructuring and has remained open since that time to provide a wide range of employee assistance services. Use of the center is optional and is left to the preference of the employee. Its services include professional counseling, resume and letter writing, networking telephone stations, computers, copies, fax machines, a job posting system, reference library with Internet access terminals for researching job leads, searching job leads and posting resumes. Other services available through the Resource Center are the site's Employee Assistance Program that provides counseling in a wide variety of areas to assist people in coping with personal concerns, interface with the South Carolina and Georgia employment offices and United Way support. Involuntarily separated employees who choose not to take advantage of the Resource Center will still

receive 60 days pay and the severance pay and benefits for which they qualify, if not re-employed during that period.

Based on historical data, 92 percent of separated employees using the Resource Center have successfully completed their career transition. That percentage accounts for those who have found employment, become self-employed, retired, returned to school, or relocated. Eight percent are still seeking employment.

Q14. Can I request to substitute for separation and rescind my request prior to the close of the window?

A14. Yes. After submitting a request for substitution, you may rescind that request one time only before noon, April 28. You may not resubmit your request.

Q15. What is the likelihood my request will be approved?

A15. The substitution process is similar to the previous voluntary program fencing restrictions. Fencing occurred to protect critical skills. The approval will be based on the determination that the employee's current job scope is consistent with a position being eliminated, and the site's ability to fill the position with an equally qualified employee, if necessary. If there is not a qualified employee designated for layoff, your request will likely be denied. This is not a voluntary program.

Q16. If I am approved to substitute, will I get recall rights?

A16. An employee approved to substitute for separation will receive exactly the same benefits as announced for the involuntary program. If you qualify for recall rights under the involuntary program, you will receive them if you substitute.

Q17. When will I be informed if I am approved to substitute?

A17. At the latest, you will be notified the same date that involuntary notifications are made.

Q18. How will affected employees be paid during the 60-day notification period?

A18. At this time, no change in excess employees' pay schedule during the 60-day period is anticipated. The intent of the 60-day period is for employees to focus on new employment opportunities. However, if other employment is secured during that time, the employee is obligated to inform WSRC. Pay will be stopped at that time.